TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, July 2, 2024, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy
Web Site: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION 54953(e).

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "City Council Meeting Videos" under the "City Council" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

***Remote Public Comment**:*

During the upcoming City Council meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
  - **Online by visiting** https://cityoftracyevents.webex.com and using the following **Event Number: 2553 629 2005** and **Event Password**: TracyCC
  - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
  - Join by phone by dialing +1-408-418-9388, enter 25536292005 #8722922# Press *3 to raise the hand icon to speak on an item.

- *Protocols for commenting via WebEx:*
  - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
    1) *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
    2) *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
  - *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
  - *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Date Posted: June 27, 2024

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6105) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agendized items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Notice - A 90 day limit is set by law for filing challenges in the Superior Court to certain City administrative decisions and orders when those decisions or orders require: (1) a hearing by law, (2) the receipt of evidence, and (3) the exercise of discretion. The 90 day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge a City Council action in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised during the public hearing, or raised in written correspondence delivered to the City Council prior to or at the public hearing.

Full copies of the agenda are available on the City's website: *www.cityoftracy.org*

Date Posted: June 27, 2024

CALL TO ORDER

ACTIONS, BY MOTION, OF CITY COUNCIL PURSUANT TO AB 2449, IF ANY

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Employee of the Month
2. Proclamation – Parks and Recreation Month
3. Certificate of Appointment – San Joaquin County Mosquito & Vector Control District

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Adoption of June 18, 2024 Closed Session, Special Meeting and Regular Meeting Minutes.

1.B. Staff recommends that the City Council adopt a resolution authorizing the (1) acceptance of the Call4AllAnimals grant award of $10,000, (2) appropriation of the full grant funds to the Police Department (Animal Services) operational budget for Fiscal Year 2024/25.

1.C. Staff recommends that the City Council adopt a resolution (1) accepting the public improvements for Raymond P. Morelos Jr. Park, also known as Hillview Public Park, constructed by Lennar Homes of California, LLC, and assuming all future operations and maintenance, (2) authorizing the City Clerk to file a Notice of Completion for Raymond P. Morelos Jr. Park with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Raymond P. Morelos Jr. Park improvement security in accordance with the terms of the Subdivision Improvement Agreement.

1.D. The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the purchase of a high tension membrane structure from Sprung Instant Structures, Inc., pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a); and (2) rescinding the approval, given pursuant to Resolution 2022-098, of a Purchase Agreement with Sprung Instant Structures, Inc. for a high-tension membrane structure in the amount of $455,000; and (3) approving, instead, a Purchase Agreement with Sprung Instant Structures, Inc., for such structure at the Not-To-Exceed amount of $481,275.

1.E. The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) awarding a construction contract to Quiring General, LLC., Pleasanton, California, in the amount of $9,349,630 for construction of the Phase II Site Improvements of the Temporary Emergency Housing Facility Project, at 370 W. Arbor Avenue, and (2) authorizing the City Manager to approve change orders up to the contingency amount of $934,963, pursuant to Tracy Municipal Code Section 2.20.090(b).

1.F. Staff recommends that the City Council adopt a resolution approving the City of Tracy's commitment to participate in the governance and operation of the San Joaquin Regional Housing Fund.

1.G. Staff recommends that the City Council adopt a Resolution: authorizing the execution of a modified gross lease between the City of Tracy and Tracy Office Plaza, LLC, for the lease of Suites B1 and B2 at 324 East 11th Street, with an initial term of three years, an administrative option to extend for two one-year terms, with a monthly base rent of $3,675.60, adjusted each year by 2.5%.

1.H. Staff recommends that the City Council adopt a Resolution approving Amendment No. 1 to the Lease Agreement between the City of Tracy and Riya Enterprises, LLC (Lessee) for Fixed Base Operation Facilities at the Tracy Municipal Airport, to add lender protections in connection with a small business loan secured by Lessee using its business assets as collateral.

1.I. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving Amendment No. 1 to the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. an Arizona Limited Liability Corporation, to increase the total compensation by $12,527, for a Not-To-Exceed amount of $563,027, for premanufactured customized containers for the Temporary Emergency Housing Facility, Phase II Site Improvements.

1.J. Staff recommends that the City Council adopt a resolution approving a Professional Service Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services for the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project for an initial term of nineteen (19) months, with an administrative option to extend for one additional year, and a total not-to-exceed contract amount of $4,298,958.

1.K. Staff recommends that the City Council adopt a resolution approving an Offsite Improvement Agreement between the City and Wright Family Holdings, LLC for offsite improvements to Detention Basin 2A, required for the Golden State Fire Project that was approved by Development Review Permit (D22-0033).

1.L. Staff recommends that the City Council adopt a resolution (1) accepting public improvements as complete for Vela View Apartments, constructed by Valpico Tracy Apartments, LLC (Developer), (2) authorizing the City Clerk to file the Notice of Completion with the Office of the San Joaquin County Recorder, (3) authorizing the City Engineer to release bonds in accordance with agreements and law, (4) accepting land dedications from the Developer, and (5) approving a Conditional Offsite Improvement Agreement with the Developer for future improvements.

1.M Staff recommends that the City Council adopt (A) a resolution approving and authorizing the recordation of (i) seven (7) Final Subdivision Maps (Tracts 4132 through 4138) located within the Tracy Hills Specific Plan Area; (ii) related Subdivision Improvement Agreements and Conditional Subdivision Improvement Agreements; (iii) related Offsite Improvement Agreements and Conditional Offsite Improvement Agreements; (iv) related irrevocable offers of dedication and grant(s) of easements; and (B) resolution(s) accepting a related grant of access and public utility easement and an offer of dedication of a water tank site.

1.N In the matter, Nicolaou v. City of Tracy et al., Case No. STK-CV-UWH-2024-5436, the City Council to approve, each by separate action, the following Resolutions approving:
1. Updated Scope Letter and Conflicts Waiver for Mayor Pro Tem Davis;
2. Updated Scope Letter and Conflicts Waiver for Councilmember Bedolla;
3. Updated Scope Letter and Conflicts Waiver for Councilmember Evans; and
4. New representation agreement with Levin Oldfather LLP for City Attorney Patel

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. Staff Recommends that the City Council: (1) Continue the public hearing from May 21, 2024, pursuant to Tracy Municipal Code Section 4.12.320, to consider assessment of costs for the abatement of weeds, rubbish, refuse, and flammable materials on the following three parcels: 280 W. Mount Diablo Road, 302 W. Mount Diablo Road, 2480 W. Byron Road, and upon its conclusion, and by separate motion, approve the final assessment of abatement costs on each of the three parcels, and if necessary, authorize any reduction of assessed costs to be funded by the General Fund

3.B. The Planning Commission recommends that, for the real property located at 2660 W. Byron Road, Assessor's Parcel Number 238-050-13 (Property), the City Council conduct a public hearing and upon conclusion: (1) Introduce an Ordinance (R22-0004) approving a rezone of the Property from Medium Density Residential to Medium Density Cluster; (2) Adopt a Resolution approving a Tentative Subdivision Map (TSM22-0003) of the Property for the creation of 38 single-family lots; and (3) Determine that this project is categorically exempt from the California Environmental Quality Act pursuant to Guidelines Section 15332.

3.C The City Council to discuss and provide direction, by motion, to its delegates on the South San Joaquin County Fire Authority (SSJCFA) Board of Directors whether they should approve, on behalf of the City, SSJCFA's implementation of a surge ambulance in Zone-26, resulting in a City commitment to fund an estimated annual net cost of $412,863 for such service.

3.D. Staff recommends that the City Council receive an informational update on the Economic Development Division's efforts to implement strategic goals and priorities related to the adopted Economic Development Strategic Plan.

3.E. Discuss building additional kennels and other alternatives to address capacity and kennel space at the Tracy Animal Shelter, and upon conclusion of such discussion, by motion, either (1) direct staff to proceed with a specific solution or (2) determine to take no further actions at this time.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

June 18, 2024, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

1. Mayor Young called the meeting to order at 5:01 p.m.

2. There were no actions taken pursuant to AB 2449.

3. Roll call found Council Members Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. Council Member Arriola was absent from roll call and Council Member Bedolla was participating remotely. City Council had no declarations of conflicts.

4. Items from the audience – None

5. DISCUSSION ITEMS

   5.A. Personnel Matter (Gov. Code § 54957(b)(1))

   Public Employee Appointment, Employment, Evaluation of Performance, Discipline, or Dismissal

   Position Title: City Manager

   Public Comment

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to recess to closed session. Roll call found all in favor; passed and so ordered.

Council Member Arriola arrived at 5:12 p.m.

6. Reconvene to Open Session – Time: 6:36 p.m.

7. Report of Final Action, if Any – There was no reportable final action.

8. Council Items and Comments - None

9. Adjournment – Time: 6:37 p.m.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adjourn. Roll call found Council Members Arriola, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Council Member Bedolla was absent from roll call.

The above agenda was posted at the Tracy City Hall on June 13, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

June 18, 2024, 6:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

1. Mayor Young called the meeting to order at 6:45 p.m.

2. There were no actions taken pursuant to AB 2449.

3. Roll call found Council Members Arriola, Evans, Mayor Pro Tem Davis and Mayor Young present. Council had no declarations of conflicts. Council Member Bedolla was absent from roll call.

   Council Member Bedolla joined the meeting remotely at 6:46 p.m.

4. Items from the audience – None

5. DISCUSSION ITEMS

   5.A. By motion, (1) Establish interview protocols to fill one vacancy for the City of Tracy Representative on the San Joaquin County Mosquito Abatement District; (2) Conduct interview of one applicant for one vacancy; and (3) Upon conclusion of the interviews, appoint an applicant to fill one vacancy and establish an eligibility list, if appropriate.

   Necy Lopez, Deputy City Clerk, provided the staff report.

   There was no public comment.

   City Council discussed and approved questions presented by Mayor Young.

   Council Member Evans suggested that based on the application he was satisfied with foregoing the questions.

   Council Member Arriola suggested to read out the relevant questions and allow the applicant to make a statement for all the questions.

   Council read out the interview questions and applicant, Renu Miles made a statement.

ACTION: Motion was made by Mayor Young and seconded by Mayor Pro Tem Davis to appoint Renu Miles on the San Joaquin County Mosquito and Vector Control District Board, no eligibility list was established. Roll call found all in favor; passed and so ordered.

6. Council Items and Comments - None

7. Adjournment – Time: 7:05 p.m.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adjourn. Roll call found Council Members Arriola, Evans, Mayor Pro Tem Davis, Mayor Young in favor; passed and so ordered. Council Member Bedolla was absent from roll call.

The above agenda was posted at the Tracy City Hall on June 13, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

June 18, 2024, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy *Web Site:* *www.cityoftracy.org*

Mayor Young called the meeting to order at 7:16 p.m.

There were no actions taken pursuant to AB 2449.

Roll call found Council Members Arriola, Evans, Mayor Pro Tem Davis and Mayor Young present. Council Member Bedolla was absent from roll call. City Council had no declarations of conflict.

Mayor Young led the Pledge of Allegiance.

Pastor Scott McFarland, Journey Christian Church offered the invocation.

1. CONSENT CALENDAR – Motion was made by Council Member Arriola and seconded by Council Member Evans to adopt the Consent Calendar. Roll call found Council Members Arriola, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Council Member Bedolla was absent from roll call.

   1.A Adoption of June 4, 2024 Special Meeting, Regular Meeting, and Closed Session Meeting Minutes. **– Minutes were approved**

   1.B Staff recommends that the City Council adopt a Resolution: 1) approving a Subdivision Improvement Agreement between the City and Lennar Homes of California, LLC for the construction of the 1st Neighborhood Park in Tracy Hills Phase 2 in Tract 4136; and 2) authorizing the City Clerk to file the Agreement with the Office of the San Joaquin County Recorder. **– Resolution 2024-087**

   1.C Staff recommends that City Council adopt a Resolution: 1) approving a Master Professional Services Agreement with Associated Right of Way Services, Inc. to provide On-Call Right-of-Way Acquisition Services for the Engineering Division, for an initial term of three years, for a not to exceed amount of $300,000 per fiscal year, and 2) authorizing the City Manager to administratively extend the length of the contract for up to two additional years. **– Resolution 2024-088**

   1.D Staff recommends that the City Council 1) declare certain vehicles and equipment as surplus pursuant to Tracy Municipal Code Section 2.20.310, and 2) approve the sale of such surplus property at public auction to the highest bidder. **– Resolution 2024-089**

   1.E Staff recommends that City Council adopt a Resolution approving a General Services Agreement with Karbonous, Inc., a California Corporation, for Tertiary Filters Media Replenishment at the City's Wastewater Treatment Plant in a not-to-exceed amount of $217,052 for a one-year term. **– Resolution 2024-090**

1.F Staff recommends that the City Council adopt a Resolution (1) accepting as complete the construction of the Ammonia Storage- Feed Systems at the Park & Ride Well No. 6 and the Ball Park Well No. 7, Capital Improvement Project 75162, completed by TNT Industrial Contractors, Inc. of Sacramento, California, (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the bonds and retention payment. **– Resolution 2024-091**

1.G Staff recommends that the City Council adopt a resolution (1) accepting the public improvements for Tracy Hills Phase 1B Park hereinafter known as Gene Birk Park, constructed by Lennar Homes of California, LLC, and assuming all future operations and maintenance, (2) authorizing the City Clerk to file the Notice of Completion for Gene Birk Park with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Gene Birk Park improvement security in accordance with the terms of the Subdivision Improvement Agreement. **Resolution 2024-092**

1.H Staff recommends that the City Council adopt the following resolutions: 1) approving an On-Call Professional Services List, for Land Surveying Services, for five years, and 2) authorizing the A) execution of a Master Professional Services Agreement with David W. Enke, L.S., to provide Land Surveying Services for an initial term of three years for a not to exceed amount of $300,000 per fiscal year, and B) City Manager to administratively extend the length of the contract for up to two years. – **Resolution 2024-093** approved an On-Call Professional Services List, for Land Surveying Services. **Resolution 2024-094** authorized the execution of a Master Professional Services Agreement with David W. Enke.

1.I Staff recommends that City Council adopt the following Resolutions: 1) approving an On-Call Professional Services List, for Material Testing Services, for five years, and 2) authorizing the A) execution of a Master Professional Services Agreements with BSK Associates, and Terracon Consultants, Inc., each, to provide Material Testing Services for an initial term of three years for a not-to-exceed annual amount of $200,000, and B) City Manager to administratively extend the length of the contract for up to two years. – **Resolution 2024-095** approved an On-Call Professional Services List for Material Testing Services. **Resolution 2024-096** authorized a Master Professional Services Agreement with BSK Associates. **Resolution 2024-097** approved a Master Services Agreement with Terracon Consultants, Inc.

1.J Staff recommends that City Council adopt Resolutions: 1) approving an on-call list, for three years, of qualified consultants for environmental review services and planning assistance; and 2) authorizing the execution of six separate Master Professional Service Agreements with such qualified consultants, each for an initial term of three years and a not-to-exceed annual amount of $500,000. **– Resolution 2024-098** approved an on-call list of qualified consultants for environmental review services and planning assistant. **Resolution 2024-099** authorized the execution of a Master Professional Services Agreement with De Novo Planning Group**. Resolution 2024-100** authorized the execution of a Master Professional Services Agreement with EMC Planning Group. **Resolution 2024-101** authorized the execution of a Master Professional Services Agreement with First Carbon Solutions.**, Resolution 2024-102** authorized the execution of a Master Professional Services Agreement with Land Logistics. **and Resolution**

2024-103 authorized the execution of a Master Professional Services Agreement with MIG. **Resolution 2024-104** authorized the execution of a Master Professional Services Agreement with Placeworks.

2. ITEMS FROM THE AUDIENCE – Multiple community members from Tracy Hills thanked Mayor Pro Tem Davis and Fire Chief Bradley for visiting Tracy Hills. Requested that Council address issues, specifically to ask the developer to build a wall that can act as protection from fires, add multiple outlets in and out of the area and better communication and transparency for the affected residents of the area.

Virginia Cordova stated the Byron Estates notice was sent out and was concerned that the item was not on this agenda for discussion.

Robert Tanner expressed concerns regarding the proposed increase to the Council Members and Mayor stipends and how that increase would impact the City's budget.

Mike Souza, Project Manager from Tracy Hills thanked first responders for the work that was done in Tracy Hills and expressed that they are working closely with Fire Chief Bradley to address resident and Council concerns.

Alice English stated that the pay raise item was addressed late after the public was not there to voice their opinion and asked that the City Attorney and staff look into the ability of Council to give themselves a raise and stated that Council should not be able to give themselves a raise especially since Council has failed the City and Community.

Community Member expressed concerns over the overdoses in the motels and hotels in the City and that as part of the homeless community shared that the shelter is not in the best location due to the air quality there.

Dotty Nygard shared that the construction on Bessie Rd has taken 12 months rather than the proposed 8 months and requested an update on when that project will be completed.

3. REGULAR AGENDA

3.A Staff recommends that the City Council conduct a public hearing and upon conclusion adopt a resolution ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2024/2025.

Mayor Young opened the public hearing.

Nilo Velazquez, Management Analyst II provided the staff report and presentation.

Council questions and comments followed.

Alice English asked when the LMD rates were raised last and shared historical information regarding the condition of the parks and lack of maintenance and shared that the maintenance of the parks should be taken care of using the City funds and not increasing the LMD for the citizens, since citizens already pay their taxes.

Harris McGee expressed his disappointment at the lack of the City caring for the landscape and his distrust in the City caring for the parks and trees and that he has sent emails for over two-years for basic community needs and asked that Council may want to consider changing the zone approach and requested Council approve that budget.

Council Member Bedolla responded to Mr. McGee's comment.

Council comments continued.

Mayor Young closed the public hearing.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to adopt **Resolution 2024-105** ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2024/2025. Council Member Bedolla abstained from voting on Zone 7, Mayor Pro Tem Davis abstained from voting on Zone 15, Council Member Evans abstained from voting on Zone 20, and Mayor Young abstained from voting on Zone 15. Roll call found all in favor; passed and so ordered.

3.B Staff recommends that the City Council discuss options to amend Chapter 6.04 (Business Taxes) of the Tracy Municipal Code and direct staff to return with a future ordinance 1) amending Chapter 6.04 to provide a temporary fifty percent rate reduction and industry specific amendments, or 2) through some other method of amending Chapter 6.04.

Sara Cowell, Finance Director provided the staff report.

Council comments and questions.

Alice English expressed frustration that this item is not a workshop that should not be set by time limits, and that in doing this is redundant that this agenda item keeps coming back, requested to a workshop/work session and that as this item is being presented is not transparent.

Robert Tanner asked Mayor Pro Tem Davis about the handout that she provided to staff and public.

Mayor Pro Tem Davis responded.

Robert Tanner shared that business owners are looking to move out of town because Council is not getting the job done and that Council is wrong in attempting to make up the funds that the potential changes to ecommerce would create.

Dave Merriam, Plant Manager from Leprino Foods expressed confusion as to why businesses are here because the impression, that based on the motion Council made at the last meeting that there would be an open dialogue to come together so that Council could make an informed decision and urged Council to not make a decision tonight.

Dave Brown from the Harvey Auto Group stated that their dealership brings jobs to the community and tax revenue but that the proposed tax is unreasonable and expressed that $50 is too low and that there should be a compromise where the City and businesses can come up with a solution. Urged Council to not make a decision on this item.

Vasek Harvey, Tracy Mazda General Manager stated that the business tax is the largest business tax in the area and compared to the City of Hayward, stated that the tax rate should be updated but not to this level, and asked Council to consider business margins based on industry.

Burnell Schull stated this has been a problem and compared to neighboring cities and Tracy is driving businesses away and there are many empty warehouses in the City and asked that Council tax the corporations rather than the small businesses.

Daniel Diaz, Store Team Leader from Raleys requested a more robust discussion and expressed concerns in the drastic jump in the business tax and that the tax change will impact labor first and then prices and the City of Tracy would be in the top five of fees within all the cities and states that Raleys does business in.

Robin Lopez from Taylor Farms stated this business tax has impacted the ability for them to provide community outreach, thanked Mayor Pro Tem Davis on the communication and handout, requested that the sunset be extended from the proposed 2-year sunset and looks forward to a more robust discussion. Urged Council to not decide on this item without more discussion.

Council questions and comments followed.

Dave Merriam, Plant Manager from Leprino Foods stated that the businesses understood from the last Council Meeting, that there would be a workshop or at least a robust discussion.

Dave Brown asked if it was reasonable to extend the moratorium.

Bijal Patel, City Attorney clarified that yes, the moratorium could be extended but it must be done at the July 2, 2024 City Council Meeting.

Council questions and comments continued.

Midori Lichtwardt, City Manager, requested a recess for a discussion with staff at 10:39 p.m. and returned to open discussion at 10:44 p.m.

Ms. Lichtwardt recommended that Council consider extending the moratorium and once clear information can be provided to Council, the budget will be reduced by $1.3 million and come back and adjust budget accordingly once Council has a decision on the business tax and there will be further information on the June 25th meeting.

It was the consensus of the Council to accept staff's recommendation.

4. ITEMS FROM THE AUDIENCE – John Palmer from Tracy Hills wanted to clarify that Tracy Hills pays property taxes to the County according to what the San Joaquin County Tax Assessor has set in place, Tracy Hills residents pay property taxes, clarified that they have HOA dues, Mello Roos and that residents pay as much or more than most City of Tracy residents.

   Council Member Bedolla asked staff for clarification on the taxes that are specific to Tracy Hills. Karin Schnaider, Assistant City Manager responded.

   Community Member shared that Tracy Hills residents do in fact pay property taxes and that whatever arrangement the City has with the County is not a problem of the residents.

   Alice English shared support for the Tracy Chamber of Commerce and is glad that the discussion will be coming back to Council in the form of a workshop, just like they did with the Finance Committee and asked staff to be more transparent with Council.

5. STAFF ITEMS –. Midori Lichtwardt, City Manager apologized to Council on missing the mark. Will bring an I-580 Corral Hollow Interchange update, will come back June 25th for Council to provide staff direction.

6. COUNCIL ITEMS – Council Member Bedolla asked for further clarification regarding the tax revenue from Tracy Hills and asked how much of the tax goes to the City. Karin Schnaider, Assistant City Manager provided clarification.

   Council Member Evans thanked the Police Activities League and requested an update on Bessie Road. Council Member Arriola supported the request.

   Council Member Arriola attended the Donut Dash and wished everyone a Happy Juneteenth and will be attending his final Young Elected Officials Conference in Washington DC since he will be aging out soon.

   Mayor Pro Tem Davis requested support for South San Joaquin County Fire Authority regarding an update and asked that the Council consider funding for the South San Joaquin County Fire Authority for ambulance service to be put on the agenda for July 2nd. Council Member Evans supported the request.

   Mayor Pro Tem Davis attended the Donut Dash, Ag Fest, and Law and Order Dinner and Award Ceremony, congratulated Tracy Police Officer of the Year Mark Silva and DLA Firefighter of the Year Mark Haynes, also attended several events at the Grand Theatre and asked when the Food Truck Ordinance is coming back.

   Karin Schnaider, Assistant City Manager clarified that the item is still in discussion with stakeholders, Chamber, and Planning Commission and may come back in September.

   Mayor Pro Tem Davis shared that the County has a program to help small businesses called Shop San Joaquin.

   Mayor Young shared that she will be raising the Juneteenth flag at 8:00 a.m. at City Hall, attended Juneteenth Celebrations in Mountain House and Lathrop, shared a note asking about reimbursements for the parklets, specifically on behalf of Town and Country.

7. ADJOURNMENT – Time: 11:20 p.m.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adjourn. Roll call found Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on June 13, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

July 2, 2024

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the (1) acceptance of the Call4AllAnimals grant award of $10,000, (2) appropriation of the full grant funds to the Police Department (Animal Services) operational budget for Fiscal Year 2024/25.

EXECUTIVE SUMMARY

The Tracy Animal Shelter had identified an opportunity to apply for a $10,000 grant from the Call4AllAnimals organization to provide funding to the City of Tracy pet owners, through administration by the City, to cover spay/neuter costs of 58 dogs of specific breeds (Siberian Huskies, German Shepherds, and Pit Bulls). The City has been awarded the grant and staff recommends that the City Council accept the grant and appropriate the full grant funds of $10,000 to the Police Department (Animal Services) operational budget for Fiscal Year (FY) 24/25.

BACKGROUND AND LEGISLATIVE HISTORY

The grant would provide funding to City pet owners, through administration by the City, for the spay/neuter costs for 58 animals of specific breeds. Such alterations will reduce unwanted litters and potential overcrowding at the Tracy Animal Shelter. The grant specifically identifies Siberian Huskies, German Shepherds, and Pitbulls, as these are the (3) three top breeds consistently brought into the shelter.

The funding will help ease the burden of expensive veterinary costs to those who have a pet of the top (3) three breeds entering the shelter system. Spaying and neutering help reduce the chances of aggressive behaviors as well as improve the overall health of the pet.

Tracy Animal Services consistently seeks out the ability to better support our community, pet owners, and pets to ensure that the human/animal bond is humanely maintained. Through these outreach efforts, we can continue to further build relationships with the pet owners and increase our dialogue regarding further resources or programs.

ANALYSIS

The funds requested through the Call4AllAnimals Grant will further support Tracy residents and their pet ownership, while also helping to increase the number of spay/neutered breeds that are inundating Animal Shelters across the Central Valley.

The grant specifically identifies Siberian Huskies, German Shepherds, and Pitbulls as these are the (3) three top breeds consistently brought into the shelter. The following are additional grant requirements and goals:

Grant requirements:

- Issue a press release announcing the grant being awarded.
- Report requested data and tracking (as required) by Call4AllAnimals.
- Provide alteration pet services at $20.00 for pet owners of Siberian Huskies, German Shepherds, and Pit Bulls.

Goals

- Prevent unwanted litters;
- Help to maintain overall health of pets in the community;
- Further encourage interaction, dialogue, and resources to pet owners of Tracy; and
- Prevent animal shelters from impounding additional pets.

FISCAL IMPACT

There is no fiscal impact as the full $10,000 from the 2024 Call4AllAnimals grant will be used to cover the cost of the subsidized spay/neutering costs. Staff requests the full grant funds of $10,000 be appropriated to the Police Department's (Animal Services) Operating Budget for FY 24/25. No City match is required.

PUBLIC OUTREACH/ INTEREST

The community supports the City of Tracy Animal Services initiatives and goals to promote community resources and support for pet owners.

COORDINATION

Animal Services will coordinate the spay/neuter services with veterinary clinics that are already being utilized by Tracy Animal Services.

CEQA DETERMINATION

The proposed action is not a "project" under the California Environmental Quality Act. Pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this action will have an effect on the physical environment.

STRATEGIC PLAN

This agenda item relates to Council's Strategic Priorities for Public Safety.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the (1) acceptance of the Call4AllAnimals grant award of $10,000, (2) appropriation of the full grant funds to the Police Department (Animal Service) operational budget for Fiscal Year 2023/24.

Prepared by: Brittany Pasquale, Animal Services Manager

Reviewed by: Beth Lyons-McCarthy, Support Operations Manager
Sekou Millington, Chief of Police
Sara Cowell, Finance Director
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE: (1) ACCEPTANCE OF CALL4ALLANIMALS GRANT FOR $10,000, AND (2) APPROPRIATION OF THE FULL GRANT FUNDS TO THE POLICE DEPARTMENT (ANIMAL SERVICES) OPERATIONAL BUDGET FOR FISCAL YEAR 2024/25

WHEREAS, The City of Tracy has received an award of $10,000 for calendar year 2024 from Call4AllAnimals; and

WHEREAS, The grant provides for the funding of 58 spaying/neutering procedures at a low-cost fee to City of Tracy pet owners of Siberian Huskies, German Shepherds, and Pit Bulls; and

WHEREAS, The funding will help ease the burden of expensive veterinary costs to those who have a pet of the top three breeds entering the shelter system; and

WHEREAS, Spaying/Neutering helps reduce the chances of aggressive behaviors as well as improves the overall health of the pet; and

WHEREAS, Such alterations will reduce unwanted litters and potential overcrowding of the animal shelter; and

WHEREAS, The Tracy Animal Shelter has been awarded a grant of $10,000 from Call4AllAnimals; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

RESOLVED: That the City Council of the City of Tracy hereby accepts the grant award of $10,000 from Call4AllAnimal for funding low-cost alterations for pet owners of Siberian Huskies, German Shepherds, and Pit Bulls; and be it further

RESOLVED: That the City Council appropriates the full grant funds of $10,000 to the already approved Police Department's (Animal Services) operational budget for Fiscal Year 2024/25; and be it further

RESOLVED: That the proposed action is not a "project" under the California Environmental Quality Act (CEQA), and pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this action will have an effect on the physical environment; and be it further

RESOLVED: That the City Council authorizes the City Manager, in consultation with the City Attorney, to take any and all actions that may be necessary or advisable to effectuate the purposes of this Resolution.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on July 2, 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 2, 2024

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting the public improvements for Raymond P. Morelos Jr. Park, also known as Hillview Public Park, constructed by Lennar Homes of California, LLC, and assuming all future operations and maintenance, (2) authorizing the City Clerk to file a Notice of Completion for Raymond P. Morelos Jr. Park with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Raymond P. Morelos Jr. Park improvement security in accordance with the terms of the Subdivision Improvement Agreement.

EXECUTIVE SUMMARY

This agenda item seeks an adoption of a resolution accepting the public improvements relating to Raymond P. Morelos Jr. Park, also known as Hillview Public Park, constructed by Lennar Homes of California, LLC (Developer) as complete and authorizing the City Clerk to file a Notice of Completion. This would authorize the City Engineer to release the Developer's improvement security in accordance with the terms of the pertaining Subdivision Improvement Agreement for Hillview Public Park.

BACKGROUND AND LEGISLATIVE HISTORY

On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for KT Property, Tract 4037, processed under Application No. TSM20- 0002 and approved by Resolution No. 2020-189. The Tentative Map includes 214 single-family residential lots, two commercial parcels, linear park parcel, Homeowners Association (HOA) recreation area parcel, retention basin parcel, and numerous other parcels to be owned and maintained by the HOA, on approximately 45.3 acres located in the Tracy Hills Specific Plan Area, east side of Corral Hollow Road in the vicinity of Tracy Hills Drive. The Final Map is on file with the City Clerk and is incorporated herein by this reference.

On October 19, 2021, by Resolution No. 2021-150, the City Council approved a Subdivision Improvement Agreement for Tract 4037 – KT Property II, establishing the Developer as the responsible party for all public and private improvements within all of Lots A and D as shown on the Final Subdivision Map for Tract 4037 – KT Property II, recorded on November 17, 2021, in book 43 of Maps and Plats at Page 200, Recorders Series No. 2021-191724, Official Records of San Joaquin County, California.

On September 19, 2023, by Resolution No. 2023-197, the City Council approved a Subdivision Improvement Agreement, see Attachment A (SIA), with Developer, for the construction of Hillview Public Park in the KT Property Tract 4037. The SIA was recorded in San Joaquin County Records on October 31, 2023, as Document No. 2023-088872. In accordance with the SIA, Government Code Sections 66499 et seq. and Tracy Municipal Code section 12.36.080, the Developer furnished Improvement securities in the following amounts:

Bond Type	Amount
Faithful Performance Security	$ 1,752,887.00
Labor and Material Security	$ 1,752,887.00
Warranty Security	$ 175,289.00

ANALYSIS

The City Engineer has inspected the completed work and confirmed that the improvements conform to the SIA and City specifications and plans, as related to Hillview Public Park. Subject to the City Council's approval, a Notice of Completion for Hillview Public Park would be filed by the City Clerk, to be recorded with the San Joaquin County Recorder's Office. Filing the Notice of Completion by the City Clerk will finalize acceptance of the improved Hillview Public Park land pursuant to Tracy Municipal Code 12.36.110. The Project carries a one-year Warranty Bond for all public improvements.

Faithful Performance Bonds may be released upon acceptance of improvements by the City. Labor and Material Bonds may be released thirty (30) days after recordation of the Notice of Completion, as the statute of limitations period expires in accordance with Civil Code § 9356. Warranty Bond may be released one (1) year after the City accepts the improvements and any warranty work is completed.

A total of 4.07 acres has been offered for dedication for Raymond P. Morelos Jr. Park, also known as Hillview Public Park, Lot A and Lot D on the Final Subdivision Map for Tract 4037 – KT Property II, recorded in Book 43 Maps and Plats Page 200, Recorder Series No. 2021-191724, Official Records of San Joaquin County, California and accepted by the City Clerk subject to satisfactory completion of improvements. City Council acceptance and filing of the Notice of Completion will memorialize satisfactory completion of improvements.

FISCAL IMPACT

All Hillview Public Park public improvements were completed by the Developer in accordance with the SIA, and there was no fiscal impact to the City for the construction cost. Once accepted, the Operations and Maintenance of Hillview Public Park will be maintained by the City, with funds collected through the Community Facilities District (CFD) assessment that are to be paid by each lot within the assessment area. The District is known as CFD 2022-1 Hillview Series 2022. Cost of Improvements for Hillview Public Park amounted to $ 1,752,887. The Developer received neighborhood park fee credits for all 214 lots based on a park acreage of 2.3 acres.

COORDINATION

The Engineering Division coordinated with the Parks and Recreation Department and the Public Works Department.

CEQA DETERMINATION

The Developer has complied with the applicable mitigation measures listed in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project, State Clearinghouse No. 2013102053, which was certified by the City Council on April 5, 2016, and the Addendum to the EIR, which was prepared specifically for the Tracy Hills KT Project

consistent with the requirements of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164. No further environmental review is required.

STRATEGIC PLAN

This agenda item is consistent with the City Council approved Quality of Life strategy by enhancing City amenities and advancing vital infrastructure to provide recreation to our residents.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by resolution, (1) accept the public improvements for Raymond P. Morelos Jr. Park, also known as Hillview Public Park, constructed by Lennar Homes of California, LLC, and assuming all future operations and maintenance, (2) authorize the City Clerk to file a Notice of Completion for Raymond P. Morelos Jr. Park with the San Joaquin County Recorder's Office, and (3) authorize the City Engineer to release the Raymond P. Morelos Jr. Park improvement security in accordance with the terms of the Subdivision Improvement Agreement.

Prepared by: Miguel Hernandez, Construction Project Manager

Reviewed by: Koosun Kim, PE, City Engineer

Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – SIA Hillview Public Park

Doc #: 2023-088872
10/31/2023 01:08:43 PM
Page: 1 of 41 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson
(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Hillview Public Park

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public park improvements, known as Hillview Public Park (also known as the Raymond P. Morelos Jr. Park), situated within an approximately 4.07 acre property comprised of Lots A and D on the Final Subdivision Map for Tract 4037 – KT Property II, and being more particularly described in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Park Site**").

B. On November 10, 2020, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for KT Property, Tract 4037, processed under Application No. TSM20-0002 and approved by Resolution No. 2020-189 ("**Tentative Map**"). The Tentative Map includes 214 single-family residential lots, two commercial parcels, linear park parcel, HOA recreation area parcel, retention basin parcel, and numerous other parcels to be owned and maintained by a Homeowners Association, on approximately 45.3 acres located in the Tracy Hills Specific Plan Area, east side of Corral Hollow road in the vicinity of Tracy Hills Drive. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval ("**Conditions of Approval**"). The Conditions of Approval, attached hereto as Exhibit "**B**", require, among other things, that the Developer shall

complete construction of the public park improvements and the public park shall be accepted by the City within 18 months following the final inspection or occupancy of the first dwelling (except for up to 10 model homes) within the boundaries of the Tentative Map.

D. The Final Map for Tract 4037 – KT Property II, recorded on November 17, 2021, in Book 43 of Maps and Plats, at Page 200, San Joaquin County Records, includes offers of dedication to the City of the parcels comprising the Park Site. Upon completion of the Hillview Public Park improvements, the City will accept the offers of dedication of the Park Site and assume ownership of the park improvements. Council approved the Final Map on October 19, 2021, and as part of the Conditions of the Final Map, the Subdivider is required to execute this Subdivision Improvement Agreement for the public park improvements.

E. In accordance with the Conditions of Approval, Developer has prepared and the City Engineer has approved certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the Hillview Public Park improvements that are required to be constructed on the Park Site and are incorporated herein by reference. The approved plans and specifications ("**Plans and Specifications**") are entitled "Raymond P. Morelos Jr. Park Landscape Improvement Plans, Tracy Hills KT Property, Tract 4037, Tracy, CA" and include: twenty-nine (29) sheets of landscape construction plans for the linear park area prepared by FORMA; twenty-two (22) sheets of landscape construction plans for the retention basin park area prepared by FORMA; and five (5) sheets of fine grading plans for the linear park area prepared by Ruggeri-Jensen-Azar. The Plans and Specifications are on file with the City Engineer under Tracking No. ENG22-0001.

F. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Scope of Work; Location. Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions of Approval (hereinafter "**Work**"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Work shall begin within 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. "Effective Date" is defined as the date on which the City executes the Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

2.1 Commencement of Work. No later than 15 days before the beginning of Work, Developer shall provide written notice to the City Engineer of the date on which Developer will begin Work. Developer shall not begin Work until after the notice required by this section is properly provided, and Developer shall not begin Work before the date specified in the written notice.

2.2 Schedule of Work. Concurrently with the written notice of beginning of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 Completion of Work. Developer shall complete all Work by no later than 365 days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.4 Reversion to Acreage. If Developer fails to begin the Work before the date on which completion is due, Developer shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Developer shall bear the costs of processing and implementing the reversion.

3. Improvement Security. Concurrently with Developer's execution of this Agreement, and before beginning any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 Faithful Performance security in the amount of **$1,752,887.00** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 Labor and Material security in the amount of **$1,752,887.00** to secure payment by Developer to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 Warranty security in the amount of **$175,289.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City

Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

4. Indemnification. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 12, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 12, below.

5. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1. General. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage

shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5. Workers' Compensation coverage shall be maintained as required by the State of California.

5.6. Endorsements. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

5.9. Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10. Substitute Certificates. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. Independent Contractor Status. Developer is an independent contractor and is solely responsible for the acts of its employees, agents, and subcontractors, including

any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Developer.

7. Default.

7.1 Notice. If Developer is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Developer and Developer's surety (if any) describing the default.

7.2 Events of default. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

7.2.1 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2 Developer abandons the Project site.

7.2.3 Developer fails to perform one or more requirements of this Agreement.

7.2.4 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.5 Developer violates any legal requirement related to the Work.

7.3 If Developer fails to cure the default within thirty (30) calendar days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

7.3.1 Cure the default and charge Developer for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2 Demand Developer complete performance of the Work.

7.3.3 Demand Developer's surety (if any) complete performance of the Work.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City, and Developer shall provide them to the City at the completion of Developer's Work, or upon demand from the City.

9. Inspection by the City; Inspection Fees and Fee Credits. In order to permit the City to inspect the Work, Developer shall, at all times, provide the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Developer's execution of this Agreement and before the beginning of any Work, Developer shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Developer shall pay all such costs and provide a report directly to the City.

Developer shall be entitled to fee credits consistent with Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

9.1. Neighborhood Park Development Impact Fee Credits. Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for all 214 single-family residential lots, based upon a neighborhood park area of 2.30 acres. The required neighborhood park acreage for Tract 4037 is 2.12. Developer can apply the additional 0.18 acres of neighborhood park to other Neighborhood Park Development Impact Fees within Tracy Hills Development. Developer is responsible for paying the neighborhood park program management fee.

10. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Developer. Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work.

11. Acceptance of Work. Before the City Council's acceptance of the Work, Developer is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Developer's obligation to perform the Work is not 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 Work as complete.

12. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

13. Miscellaneous.

13.1 Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com

With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG Essential Housing CA 1, LP c/o AGWIP Asset Management LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@agwipam.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

13.2 Approvals by City. Any approval or consent by that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

13.3 Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

13.4 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.5 Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Developer's duties be delegated, without the City's prior written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.6 Jurisdiction and Venue. The interpretation, validity and enforcement of the Agreement shall be governed by the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.7 Permits, Licenses, and Compliance with Law. Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.8 Entire Agreement; Severability. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements. If a term of this Agreement is held invalid by a

court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

14. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to execute this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

The parties hereby agree to the full performance of the terms set forth herein.

City of Tracy

Nancy D. Young, Mayor

Date: 10-24-2023

Approved by City Council on 9/19/2023
by Resolution No. 2023-197

Attest:

By: Adrianne Richardson, City Clerk

Approved As To Form:

By: Bijal Patel, City Attorney

Developer

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 5/16/23

Federal Employer Tax ID No. 93-1223261

Exhibits

A: Legal Description of Park Site (Recital A)
B: Tentative Map Conditions of Approval (Recital C)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin }

On October 24, 2023 before me, Adrianne D. Richardson, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Nancy D. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ADRIANNE D. RICHARDSON
Notary Public - California
San Joaquin County
Commission # 2352849
My Comm. Expires Mar 24, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement - Hillview Public Park - Lennar Homes of California, LLC

Document Date: October 24, 2023 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nancy D. Young	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☒ Other: Mayor	☐ Other: _____
Signer is Representing: City of Tracy	Signer is Representing: _____

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On May 16, 2023, before me, C. Leon, Notary Public
(here insert name and title of the officer)

personally appeared Bridgit Koller,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

C. LEON
Notary Public - California
Contra Costa County
Commission # 2404735
My Comm. Expires Jun 15, 2026

(SEAL)

Consent to Recordation

AG Essential Housing CA 1, LP, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG Essential Housing CA 1 LP
a Delaware Limited Partnership

By: AGWIP Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent

Wendy Stoeckel

By: Wendy Stoeckel
Title: Authorized Representative
Date: 5/24/23

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 Arizona)
County of Maricopa)

On 5/24/23, before me, Jaime Marie Adams, a Notary Public, personally appeared Wendy Stoeckel, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

Signature Jaime Marie Adams

EXHIBIT "A"
LEGAL DESCRIPTION OF PARK SITE

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

All of Lots A and D as shown on the final subdivision map of Tract 4037 – KT Property II, recorded on November 17, 2021, in Book 43 of Maps and Plats, at Page 200, Recorders Series No. 2021-191724, Official Records of San Joaquin County, California.

EXHIBIT "B"
CONDITIONS OF APPROVAL

Conditions of Approval for Tracy Hills KT Project
Vesting Tentative Subdivision Map
Application Number TSM20-0002
November 10, 2020

Project: These Conditions of Approval shall apply to the Vesting Tentative Subdivision Map for Tracy Hills KT Project, Application Number TSM20-0002, including approximately 214 single-family residential lots, a linear park, a retention basin, an HOA recreation area, and two commercial parcels.

Property: The property consists of approximately 45.1 acres located in the Tracy Hills Specific Plan Area, east of Corral Hollow Road in the vicinity of Tracy Hills Drive, Application Number TSM20-0002.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of or annexation into one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of or annexation into CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. **Definitions; Abbreviations.**

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, and the Addendum to the EIR, which was prepared for the Tracy Hills KT Project consistent with the requirements of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM20-0002), which was received by

the Development Services Department on September 18, 2020 and approved by the City Council on _____, 2020, unless modified by these Conditions.

6. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

As used in these Conditions of Approval:

"Public landscaping maintenance costs" include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at "prevailing wages," as that term is used in Section 1771 of the California Labor Code.

"Public landscaping" includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the entire Tracy Hills KT Project property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall, at its expense, form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Project area for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall

deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to ten model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

7. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded

against the entire Tracy Hills KT Project property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

a. CFD. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), Subdivider shall, at its sole expense, form or annex into a Community Facilities District (CFD) for the entire Project area, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.

8. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that within 18 months following final inspection or occupancy of the first dwelling (except for up to ten model homes), the linear park shall be completed and accepted by the City.

9. Schools. Before issuance of a building permit for each new dwelling, the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

10. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which stipulates that prior to

issuance of a building permit (except for up to ten model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to issuance of a building permit (except for up to ten model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

C. Engineering Division Conditions of Approval

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan,* approved by City Council by Resolution No. 2016-063, dated April 5, 2016, and any amendments thereto.

b) *Tracy Hills Specific Plan Recirculated Draft Subsequent Environmental Impact Report and Addendum to the Subsequent Environmental Impact Report dated February 2020 ("EIR")*

c) *Tracy Hills KT Update Traffic Study,* prepared by Kimley-Horn and Associates, dated September 9, 2020, and any updates or amendments thereto ("Traffic Study").

d) *Tracy Hills KT Property Sanitary Sewer Study Technical Memorandum* prepared by Carollo, dated February 21, 2020 ("*Sanitary Sewer Study*").

e) *Tracy Hills Water Study Technical Memorandum* prepared by West Yost Associates, dated November 8, 2019 ("*Water Study*").

f) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated July 2019 and reviewed by Stormwater Consulting, Inc. as outlined in the memo dated January 6, 2020 ("*Storm Drainage Study*")

g) *Citywide Water System Master Plan prepared by West Yost Associates,* dated December 2012.

h) *Plan Line Study – Corral Hollow Road prepared by Ruggeri-Jensen-Azar* ("*Corral Hollow Road Plan Line*").

i) Any Finance Implementation Plan ("FIP"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills KT Property Vesting Tentative Subdivision Map, Application No. TSM20-0002.

j) Amendment to the Tracy Hills Specific Plan for the KT Project, approved by City Council by Resolution No. 2020-___, dated _____, ___, 2020.

C.1.2 Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed, completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer. For the purpose of these Conditions of Approval, Final Maps filed solely for financing purposes only, and no permits will be requested pursuant to such final map, then the requirements listed in these Conditions of Approval shall not apply to the final map for financing purposes only.

C.1.3 Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to approval of the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Site Grading

C.2.2.1 Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2 Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geo-technical /Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3 When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4 If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5 If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent

agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

C.2.4.1 Site grading shall be designed such that the Project's storm drainage overland release point will be directed to storm drainage easement or to public streets. If overland release is intended to be onto DWR property adjacent to the Project, Subdivider shall submit to the City documentation from DWR approving such discharge overland release onto DWR property as required by the City Engineer.

C.2.4.2 All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

C.2.4.3 Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with Storm Drainage Study and City Regulations.

C.2.4.4 Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging

effects of pollutants to water quality may also be implemented.

C.2.4.5 All Storm Water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.6 Storm drainage Retention Basin shall be contained within storm drainage parcels suitable for dedication to the City of Tracy. This basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer.

C.2.4.7 Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.5. Sanitary Sewer

C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2 The Subdivider shall design and construct the Sanitary Sewer Pump Station (SSPS) with sufficient capacity to service the Project per City Standards and Sanitary Sewer Study. This Pump Station shall be constructed on land to be dedicated by Subdivider, as approved and required by the City. Upon satisfactory completion of the SSPS improvements, as determined by City, the City will accept the land dedication and SSPS improvements for maintenance. Maintenance of the SSPS shall be included in the Community Facilities District (CFD) to be established for the Project.

C.2.5.3 No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until the improvements listed above are completed and functional, as determined by the City Engineer.

C.2.5.4 Subdivider shall pay impact fees at the time of issuance of building permit. In addition, the Subdivider shall pre-pay impact fees for wastewater treatment for all remaining residential lots no later than one year after issuance of first building permit for production home.

C.2.5.5 Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines (gravity or force mains). All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.6 Subdivider shall coordinate with Utilities Department and Public Works Department for determining the access, parking, security fencing, lighting and other related improvements at the Sanitary Sewer Pump Station. The requirements identified shall be incorporated into the design of the SSPS for review and approval by the City Engineer.

C.2.5.7 Parcel "B" (Sanitary Sewer Lift Station) access road shall be paved with structural section per City standards adequate to support maintenance vehicles accessing the Retention basin and the SSPS.

C.2.6. Water Distribution System

C.2.6.1 All potable water lines and associated improvements as identified in the Water Study (Water Line Improvements) shall be designed and installed per City Regulations.

C.2.6.2 During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

C.2.6.3 Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshal and the City Engineer, and obtain a letter from the Fire Marshal that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4 Subdivider shall install Recycled Water mains in Street "D" required to serve the Project.

Initially, the 8-in Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled Water system network is online the 8-in Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

C.2.6.5 Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.6 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure-reducing valves at the location approved by the City Engineer. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

C.2.6.7 Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshal. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshal for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

C.2.7.1 Subdivider is required to design and construct on-site and frontage roadway improvements to serve the Project as identified in the Traffic Study and these Conditions of Approval. All improvements shall comply with City Regulations, and Tracy Hills Design Standards. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

C.2.7.2 Corral Hollow Road Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26,

2012, pursuant to Resolution No. 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, and depicted Corral Hollow Road Plan Line.

The Corral Hollow Road Plan Line established the amount of right-of-way to be dedicated from the Project along Corral Hollow Road. The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road along the entire frontage of the Property on Corral Hollow Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements including traffic signal modifications at Tracy Hills Road / Corral Hollow Road for buildout requirements.

The Subdivider shall be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary / interim improvements are not eligible for fee credits or reimbursements.

C.2.7.3 Abandonment of Right-of way on Corral Hollow Road

The Subdivider shall submit request to the City for vacation of existing Corral Hollow Road right-of-way and pay for all costs of processing of vacation of right-of-way and recordation of documents.

Potential impacts to access to adjacent parcels (Sellick APN 253-100-09) due to abandonment of Corral Hollow Road right-of-way (such as providing curb cut/ driveway on Street "D" or other improvements as deemed necessary by the City Engineer) shall be mitigated as approved by the City. All costs of such mitigations shall be paid for by the Subdivider.

C.2.7.4. Corral Hollow Road Improvements

The Subdivider shall design and construct the Corral Hollow Road Improvements in accordance with the Traffic Study, Corral Hollow Road Plan Line and City Regulations.

The improvements will include, but are not limited to, construction of asphalt concrete pavement, traffic signal modifications, pavement markings and striping, traffic signage, street lighting, roadway section construction and/or replacement, asphalt concrete overlay (where required), pavement transitions and other street and utilities

improvements that are required to serve the Project based on the phasing plan approved by the City Engineer.

Roadway design shall conform to STAA truck traffic requirements and Caltrans requirements.

C.2.7.5. Corral Hollow Road Improvements for Residential Units

Prior to issuance of final inspection or occupancy of Model Homes and residential units, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

Subdivider shall prepare improvement plans for Corral Hollow Road Improvements and obtain approval by the City Engineer before approval of the first Final Map within the Project.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: One left turn, one right turn and one through lane.
2. Northbound: One left turn, one right turn and one through lane.
3. Westbound: One left turn, one shared through and right turn lane. However, this layout may result in interim curb, signal and pedestrian crossing, which will be funded by the project as interim improvements. The developer must provide intersection layouts indicting this geometry for review. The layouts must show the ultimate layout as well.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

b. Corral Hollow Road/Street A (RIRO Driveway):

1. Northbound: One right turn lane to separate through traffic from right turning vehicles.
2. Provide a raised median on Corral Hollow Drive to prevent left turns in and out of the site.

3. Westbound: one right turn lane exiting the development.

C.2.7.6. Corral Hollow Road Improvements for Commercial Parcels

Prior to issuance of final occupancy of for any buildings on the Commercial parcels, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: Two left turns, one right turn, and one through lane.
2. Northbound: Two left turns, one right turn, and one through lane.
3. Westbound: One through, one left, and one right turn lane.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

C.2.7.7. Fee Credits and/or reimbursements for eligible costs of improvements beyond Project's frontage obligation per the CRTMP, will be determined based on the improvement plans to be approved by the City Engineer. Interim improvements are not eligible for fee credits or reimbursements and are the sole responsibility of the Subdivider.

C.2.7.8. Pavement Repaving/ Overlay on Corral Hollow Road

Subdivided shall pay its fair share of $50,000 towards the estimated cost of r repaving/ overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer.

C.2.7.9 In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the

necessary improvement security before approval of the first Final Map within the Project.

C.2.7.10 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the CRMP including landscape improvements behind the curb) that are not constructed or security posted with OIA at the time of approval of the first Final Map, the Subdivider shall enter into a DIA with the City.

The Subdivider shall submit the signed and notarized DIA before approval of the first Final Map within the Project. The Subdivider shall post improvement security in the amounts and form in accordance with TMC section 12.36.080 at the times specified in the DIA.

C.2.7.11 Traffic Control Plan

Before starting any work within City's right-of-way on Corral Hollow Road, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California. Subdivider shall comply with Caltrans requirements and standards for any work conducted within Caltrans ROW.

C.2.7.12 The Subdivider shall design and construct Corral Hollow Road Improvements to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (CHDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), the Applicable Law, and these Conditions of Approval.

C.2.7.13 The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix. Subdivider shall comply with the applicable mitigation measures as outlined in the Traffic Study.

C.2.7.14 As the properties north of the Project along Corral Hollow Road develop, City will install fiber-optic lines to connect signals on Corral Hollow Road. In the interim, at the time of installation of traffic signals at Corral Hollow Road / Tracy Hills Drive, the Subdivider shall provide a functional communication system acceptable to the City Engineer, to

connect the City's Traffic Control Management Center (TCMC) located at the City Hall to the traffic signal. Any required improvements at the TCMC to facilitate communications in the interim condition that is not part of the Master Plan Facilities, shall be installed at Subdivider's cost, and no fee credits or reimbursements will be applicable.

C.2.7.15 Bus shelter and turnout on Corral Hollow Road

The bus shelter and turnout on Corral Hollow Road shall be constructed as part of the Frontage Improvements on Corral Hollow Road. The City will provide the construction details and materials specifications of the bus shelter. Timing of construction of bus shelters will be determined in the future based on the extension of TRACER's Fixed Route to serve the Project. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for bus shelter on Corral Hollow Road at the time of approval of the first Final Map within the Project.

C.2.7.16 Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.17 Dead-End Streets. A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshal shall be provided at the dead-end streets.

C.2.7.18 In-tract Streets. The Subdivider shall dedicate all rights-of-way that are necessary to construct all the in-tract streets based on cross sections shown on the Vesting Tentative Subdivision Map with the Final Map for the respective phase. The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with the Vesting Tentative Subdivision Map and Tracy Hills Specific Plan.

Design and construction details of the in-tract streets such as asphalt concrete pavement, curb, gutter, sidewalk, street light, water main, fire hydrant, landscaping with automatic irrigation system, storm drain, catch basin and drop inlets, sanitary sewer main and lateral, water main, individual water service and meter, pavement marking and striping, traffic sign, driveway, handicap ramp and other street improvements shall comply with City Regulations and shall be shown on the Improvement Plans.

C.2.7.19 Emergency/ Utility Vehicles Access at Street "C" and Street "E" Intersection: Access at this intersection shall be limited to emergency/utility vehicles only by the installation of turf blocks with vegetation designed to withstand vehicle loads as required by the City Engineer. The access shall be designed with either lockable bollards or gate with knox-box control as determined by the Fire Marshal and the City Engineer. The maintenance and replacement costs for the access area including sidewalk, rolled curb, turb blocks and access control shall be the responsibility of the HOA , or estimated costs as acceptable to the City shall incorporated into the CFD.

C.2.7.20 For all phases of the Project, the Subdivider shall install sidewalk to provide pedestrian circulation connecting the subdivisions sidewalks to the CH sidewalk and to the Corral Hollow Road/ Tracy Hills Road Intersection. Crosswalks on Corral Hollow Road to provide pedestrian access to the Tracy Hills Phase 1a subdivision should be provided. Timing and design of pedestrian access shall be as determined by the City Engineer based on the Phasing Plan.

C.2.7.21 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.22 Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. Public Utility Easements

C.2.8.1 Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries and on the west side of Corral hollow Road within the Project frontage shall be removed or undergrounded.

C.2.8.2 All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated

Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.8.3 Public Utility Easements on sideyard lots shall be adjusted/ eliminated in final neighborhood designs based on actual joint trench design requirements.

C.2.8.4 The Subdivider shall take necessary actions to accomplish existing DWR easement to be quitclaimed prior to recordation of first Final Map within the Project. If not accomplished prior to first Final Map, the Subdivided shall submit documentation that DWR will quitclaim the easement prior to City's acceptance of the Retention Basin. All costs of the process for the quitclaim shall be borne by the Subdivider.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of

Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above, plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Phasing Plan and Deferred Improvement Agreement

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps. Prior to the City's approval of the first final map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.8. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.8.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).

C.3.8.2 Labor & Material (100% of the estimated cost of constructing the public facilities).

C.3.8.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.8.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.9. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.10. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.11. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.12. Subdivider has submitted signed and stamped Improvement Plans.

C.3.13. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.14. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form

and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permit

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution No. 2014-059.

C.4.1.4. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions

C.5.1. Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution No. 2014-010) as these relate to the Project and as required by these Conditions of Approval.

C.5.2. Check payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report, these Conditions of Approval, and the Settlement Agreement per C1.1.k above.

C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.5.5. The Project developer(s) shall be required to pay the Transportation Impact Fee established pursuant to the written Agreement by and between the City of Tracy, LTA, the Sierra Club, the County of Alameda, and the City of Livermore to the City of Tracy prior to issuance of building permits for any residential portion of the Project.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all

actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. The CFD or HOA shall pay for the future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

UNANIMOUS CONSENT OF
GENERAL PARTNER

OF

AG ESSENTIAL HOUSING CA 1, L.P.

Dated as of May 2, 2022

The undersigned, being the sole general partner of AG ESSENTIAL HOUSING CA 1, L.P., a Delaware limited partnership (the "**Partnership**"), does hereby unanimously adopt the following resolutions and does hereby unanimously consent to the taking of the actions therein set forth:

RESOLVED, that either **Steven S. Benson**, in his capacity as the manager, or **Wendy Stoeckel**, in her capacity as Authorized Representative, of AGWIP Asset Management, LLC, an Arizona limited liability company (each an "**Authorized Agent**") acting alone be, and hereby are, authorized, empowered and directed to enter into, execute and deliver on behalf of the Partnership, any and all documents relating to land bank transactions with Lennar Corporation, a Delaware corporation, and its respective divisions and subsidiaries ("**Lennar**"), including but not limited to (i) Option Agreements (each an "**Option Agreement**"); (ii) Construction Agreements (each a "**Construction Agreement**"), (iii) if the property is to be land banked is not owned by Lennar, Nomination Agreements (each a "**Nomination Agreement**") pursuant to which Lennar shall assign to the Partnership the right to acquire the property from a third party seller at the close of escrow under the existing underlying acquisition agreement originally negotiated by Lennar as buyer; and (iv) if the property is already owned by Lennar, Purchase Agreements (each a "**Purchase Agreement**") wherein Lennar is the seller and the Partnership is the buyer (collectively, the "**Land Bank Documents**"), and all other agreements, certificates, documents or instruments contemplated by or relating to the transactions associated with the acquisition, platting, development, transfer and sale of the real properties (the "**Properties**") which are the subject of the Land Bank Documents or which are required to be signed by the Partnership as contemplated by the underlying purchase agreement with the third party seller.

RESOLVED, that any Authorized Agent, acting alone, be, and hereby is, authorized and empowered to enter into, execute and deliver on behalf of the Partnership any and all amendments to any of the Land Bank Documents, but only on terms and conditions acceptable to the undersigned (as may be evidenced by electronic mail from Ryan Mollett or Bryan Rush on behalf of the undersigned).

RESOLVED, that each Authorized Agent, acting alone, on the direction of the undersigned, be, and hereby is, authorized and empowered for, on behalf and in the name of the Partnership, to execute and deliver: (i) any and all plats, maps, permits,

applications for permits or other development matters, certificates, tax filings, tax license forms, agreements, documents, annexation agreements, development agreements, intergovernmental agreements and other instruments, and (ii) all documents and instruments and filings necessary in connection with the sale of land in the jurisdictions in which the Properties are located or which are necessary or which any Authorized Agent, in consultation with the undersigned, may determine to be advisable or expedient in connection with the foregoing (or as may be required by any municipality or utility provider or by any escrow agent handling, or title insurer involved with, the closing of the sale of all or any portion of any of the Properties), including but not limited to, assignments, plats, deeds or maps of dedication, condominium plans and documents, easements, declarations of easements and restrictions, CC&R's and condominium declarations and annexation documents (and any supplements thereto), subdivision assurance agreements, documents relating to the formation of, or annexation into, any communities facilities, community development or utility district or similar district, notices, utility district notices, special tax notices, authorizations, affidavits of property value, grant, bargain and sale, warranty or quit claim deeds conveying all or any portion of the Properties, non-foreign person affidavits, contracts, agreements, service contracts, certificates, together with any extensions, renewals, modifications or amendments to any one or more of the foregoing, and all such instruments and documents signed by any Authorized Agent in connection with any of the foregoing resolutions are hereby ratified, approved and confirmed as being done for and on behalf of the Partnership.

IN WITNESS WHEREOF, the undersigned has set its hand as of the day and year first above written.

AG EHC CA GP, LLC
as General Partner

By: Angelo, Gordon & Co., L.P.,
its Manager

By: _____
Gregory Shalette, Deputy General Counsel

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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(1) ACCEPTING THE PUBLIC IMPROVEMENTS FOR RAYMOND P. MORELOS JR. PARK, ALSO KNOWN AS HILLVIEW PUBLIC PARK, CONSTRUCTED BY LENNAR HOMES OF CALIFORNIA, LLC, AND ASSUMING ALL FUTURE OPERATIONS AND MAINTENANCE, (2) AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR RAYMOND P. MORELOS JR. PARK WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE, AND (3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE RAYMOND P. MORELOS JR. PARK IMPROVEMENT SECURITY IN ACCORDANCE WITH THE TERMS OF THE SUBDIVISION IMPROVEMENT AGREEMENT.

WHEREAS, the Final Subdivision map for Tract 4037 – KT Property II, included dedication of approximately 4.07 acre property comprised as Lot A and Lot D for Raymond P. Morelos Jr. Park (hereinafter "Hillview Public Park"); and

WHEREAS, on September 19, 2023, by Resolution No. 2023-197, the City Council approved a Subdivision Improvement Agreement (SIA) for Hillview Public Park with Lennar Homes of California LLC, a California Limited Liability Company (Developer), for the construction of Hillview Public Park in the KT Property Tract 4037; and

WHEREAS, Developer has asked the City to accept the completed improvements as related to Hillview Public Park and release to the Developer, the improvement security furnished by the Developer for the Hillview Public Park improvements; and

WHEREAS, the City Engineer has inspected the completed improvements for the Hillview Public Park and has determined that the Developer has constructed the Hillview Public Park improvements in conformity with approved plans and specifications and has submitted record drawings of the improvements; and

WHEREAS, pursuant to Tracy Municipal Code (TMC) section 12.36.110, the City seeks to accept the Hillview Public Park improvements as complete; and

WHEREAS, with the Hillview Public Park improvements complete, the City also seeks to file a Notice of Completion pursuant to Civil Code sections 8184 *et seq*. for the Hillview Public Park improvements with the San Joaquin County Recorder's Office and authorize the City Engineer to release the bonds relating to the Hillview Public Park improvements in accordance with the terms of the SIA and the California Government Code; now, therefore, be it

RESOLVED: That the City Council and the City of Tracy hereby accept the public improvements for Raymond P. Morelos Jr. Park, also known as Hillview Public Park, within the Final Subdivision Map for Tract 4037 – KT Property II, constructed by Lennar Homes of

California, LLC, and assumes future operations and maintenance of the Hillview Public Park site; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to file a Notice of Completion for Raymond P. Morelos Jr. Park and record said Notice with the San Joaquin County Recorder's Office; and be it

FURTHER RESOLVED: That the City Council authorizes the City Engineer to release the Raymond P. Morelos Jr. Park improvement security in accordance with the terms of the Subdivision Improvement Agreement and the California Government Code; and be it

FURTHER RESOLVED: That the City Council hereby determines that the actions taken herein were adequately analyzed by that certain Environmental Impact Report for the Tracy Hills Specific Plan Project, State Clearinghouse No. 2013102053, which was certified by the City Council on April 5, 2016, and the Addendum to the EIR, which was prepared specifically for the Tracy Hills KT Project is consistent with the requirements of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164. No further environmental review is required.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on 2nd day of July 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 2, 2024

Agenda Item 1.D

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the purchase of a high tension membrane structure from Sprung Instant Structures, Inc., pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a); and (2) rescinding the approval, given pursuant to Resolution 2022-098, of a Purchase Agreement with Sprung Instant Structures, Inc. for a high-tension membrane structure in the amount of $455,000; and (3) approving, instead, a Purchase Agreement with Sprung Instant Structures, Inc., for such structure at the Not-To-Exceed amount of $481,275.

EXECUTIVE SUMMARY

This agenda item requests that City Council make a determination that compliance with standard procurement process is not in the best interest of the City and dispense with standard procurement process for procurement of the Sprung high tension membrane structure, recommends the rescission of a prior approval to execute a Purchase Agreement with Sprung Instant Structure, which was approved pursuant to Resolution No. 2022-098, and seeks new approval of a Purchase Agreement with Sprung Instant Structures, Inc., (Vendor) for the purchase of a sixty (60) foot wide by one hundred and five (105) foot long high tension membrane structure to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project, City of Tracy Capital Improvement Project (CIP) 71112, at 370 W. Arbor Avenue, for a Not-To-Exceed amount of $481,275**.**

The Tracy Homelessness Advisory Committee heard this item on June 20, 2024 and recommends that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

On September 1, 2020, the City Council authorized the creation of a CIP for the Temporary Emergency Housing Facility Project on Arbor Avenue, CIP 71112, to create a safe and dignified facility for residents experiencing homelessness.

During design development for the TEHF Project it was determined that the use of prefabricated structures would best meet the City's goal to expedite the facility occupancy schedule. A steel component building structure was considered, however, lead times for a standard steel building component package was anticipated to take eleven (11) months. The Vendor utilizes aluminum structural ribs and bracing components that are kept in stock and a complete structure package can be delivered in six to eight weeks. The structure has high-tension membrane interior and exterior skins with an insulation layer between, that fully encloses the structure and provides energy efficiency as required by California Building and Energy codes. The structure package will include all components and specialized fittings to meet the City's design layout.

On December 21, 2021, pursuant to Resolution 2021-196, City Council authorized the use of United States General Services Administration Cooperative purchase agreement with Sprung Instant Structures, Inc. for the purchase of pre-manufactured sixty (60) foot by one hundred five (105) foot long high-tension membrane structures. The resolution was amended with Resolution 2022-056 on May 3, 2022 because the United States General Services Agency, Cooperative purchasing MAS purchasing requires the use of federal grant funds and authorization of a federal contracting officer to utilize the program and the Community Development Block Grant (CDBG) Funding through the Department of Housing and Urban Development (HUD), does not support the use of the GSA purchasing program. Pursuant to Resolution 2022-056 the City Council authorized the direct purchase of the pre-manufactured sixty (60) foot by one hundred five (105) foot long high-tension membrane structures.

Phase II Site Improvements were advertised for bids in June of 2022, work for this contract included all work required for the installation of the Sprung Structure purchased directly by the City pursuant to Resolution 2022-056. Only a single bid was received, and it exceeded the available project funds. On August 16, 2022, the City Council, pursuant to Resolution 2022-120, rejected the bid received on July 20, 2022 and authorized staff to readvertise the project with modifications.

On July 5, 2022, pursuant to Resolution 2022-098, the City Council approved a Purchase Agreement with the Vendor, in the amount of $455,000.00. However, the then approved Purchase Agreement was not executed pending the outcome of the upcoming TEHF Site Improvement bid process, but the vendor agreed to hold the price until its execution.

The modified Phase II Site Improvements were readvertised for bids in September of 2022, and all work required for the installation of the Sprung Structure, purchased directly by the City remained in the project scope. On Wednesday, October 19, 2022, bids for the construction of the TEHF Site Improvements were received. All bids received exceeded the available funding; therefore, the construction contract could not be awarded.

On August 15, 2023, the City Council, pursuant to Resolution 2023-150, rejected all bids received in October of 2022, so that staff could prepare the TEHF Phase II Site Improvements to be readvertised. Because the Phase II Improvements were not able to move forward in 2022, the Purchase Agreement approved pursuant to Resolution 2022-098 was not executed.

Additional funding was obtained from the San Joaquin County Board of Supervisors, in the form of a grant of American Rescue Plan Act funding in the amount of $7.1 million and a federal Housing and Urban Development Community Project Funding Grant in the amount of $3 million, that now allows for the construction of Phase II.

On August 31, 2023, Sprung provided an updated cost proposal for a total of $481,275. The not-to-exceed total includes:

Sprung Structure	$ 425,802
Ancillary Services	$ 11,853
Shipping/Delivery	$ 6,940
California sales tax (8.25%)	$ 36,680
Total Agreement Not-to-Exceed	$ 481,275

The 2023 proposal from Sprung reflects a 6.8% increase in proposed cost from the 2022 proposed cost. Sprung Instant Structures, Inc. has agreed to honor the proposal provided in 2023 for this Agreement.

Foundation preparation, utility connections and interior buildout for the Sprung structure is included in the Phase II Site Improvement construction work. All information for the Sprung structure, including notations regarding the City's purchase of said materials, have been coordinated into the plans and specifications for the bid documents, the award of which work you are considering by separate agenda item.

As the two components are related, staff recommends that this item be included on the City Council Agenda on the same date that the construction contract award for the Phase II Site Improvements is being considered.

FISCAL IMPACT

The Temporary Emergency Homeless Shelter, CIP 71112, is an approved Capital Improvement Project with a total budget of $20,947,654. There are sufficient funds available in the project for the purchase of the Sprung structure, with funding as follows:

Funding Source	Budget	Expenses	Balance
American Rescue Plan Act - City of Tracy	$ 4,500,000	$ 4,229,546	$ 270,454
San Joaquin County (ARPA) R1	$ 3,661,113	$ 3,661,113	$ -
San Joaquin County (ARPA) R2	$ 7,167,798	$ -	$ 7,167,798
HHAP	$ 329,240	$ 329,240	$ -
HHAP R2	$ 414,042	$ 414,042	$ -
Federal Grant	$ 3,000,000	$ -	$ 3,000,000
CDBG (4 Grants)	$ 1,185,461	$ 836,294	$ 349,167
Housing Asset Funds	$ 690,000	$ 101,979	$ 588,021
Current Budget	$ 20,947,654	$ 9,572,214	$ 11,375,440

CEQA DETERMINATION AND NEPA

A Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. This action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary.

San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2021-2023 Strategic Priorities, Public Safety Strategy Plan, Goal No. 2, Implementation of the Adopted Homelessness Strategic Plan, Item No. 1, to secure capital funding to construct a Temporary Emergency Housing Facility.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the purchase of a high tension membrane structure from Sprung Instant Structures, Inc., pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a); and (2) rescinding the approval, given pursuant to Resolution 2022-098, of a Purchase Agreement with Sprung Instant Structures, Inc. for a high-tension membrane structure in the amount of $455,000; and (3) approving, instead, a Purchase Agreement with Sprung Instant Structures, Inc., for such structure at the Not-To-Exceed amount of $481,275.

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Sara Cowell, Director of Finance
Arturo Sanchez, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A-Resolution 2022-098
Attachment B-Purchase Agreement with Sprung Instant Structures, Inc.

Attachment A

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2022-098

APPROVING A PROCUREMENT AGREEMENT WITH SPRUNG INSTANT STRUCTURES, INC. FOR THE PURCHASE OF A SIXTY (60) FOOT WIDE BY ONE HUNDRED FIVE (105) FOOT LONG, HIGH TENSION MEMBRANE STRUCTURE IN THE AMOUNT OF $451,786, TO BE INSTALLED AS PART OF THE SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370 W. ARBOR AVENUE

WHEREAS, The City Engineer's Office has finalized the construction documents for Site Improvements at the Temporary Emergency Housing Project, CIP 71112, at Arbor Avenue, and a significant component of the site improvements is a sixty (60) foot wide by one hundred five foot (105) long high-tension membrane structure; and

WHEREAS, The City Council, on December 21, 2021, via Resolution No. 2021-196, amended on May 3, 2022, via Resolution No. 2022-056, Council authorized the direct purchase of a sixty (60) foot wide by one hundred five foot (105) long high-tension membrane structure; and

WHEREAS, The City Council, on September 1, 2020, authorized the creation of a Capital Improvement Project, the Temporary Emergency Housing Project, CIP 71112, to fund the improvements at 370 W. Arbor Avenue; and

WHEREAS, The vendor, Sprung Instant Structures, Inc., manufactures and stocks the components of the high-tension membrane structure and a complete structure package can be delivered in about six to eight weeks; and

WHEREAS, By purchasing the structures in advance and directly from the manufacturer, staff expects to minimize production time delays to the Project; now, therefore, be it

RESOLVED, That the City Council of the City of Tracy hereby approves, via resolution, the Procurement Agreement with Sprung Instant Structures, Inc. in a not-to-exceed amount of $451,786 for the purchase of a sixty (60) foot wide by one hundred five foot (105) long high-tension membrane structure for installation as part of the Temporary Emergency Housing Project, CIP 71112, at 370 W. Arbor Avenue.

****

The foregoing Resolution 2022-098 was passed and adopted by the Tracy City Council on the 5th day of July 2022, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the City of Tracy, California

Attachment B

CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY SERVICES WITH SPRUNG INSTANT STRUCTURES, INC.

This Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Sprung Instant Structures, Inc. a Texas Corporation (**Vendor**). City and Vendor are sometimes referred to individually as "**Party**" and collectively as "**Parties**.

Recitals

A. City is actively pursuing the construction of Temporary Emergency Housing, CIP 71112, pursuant to which will allow the City may provide up to 154 beds on a nightly basis to unhoused residents in the City, along with ancillary services (**Project**), on City-owned land of 4.8 acres located at Arbor Avenue (**Project Site**).

B. The Project construction is being funded by grants from the Department of Housing and Urban Development (**HUD**) through Community Development Block Grants (**CDBG**) and Community Project Funding (**CPF**), Urban Development Homeless Housing, Assistance & Prevention Grants (**HHAP**); American Rescue Plan Act (**ARPA**) funds from San Joaquin County and the City of Tracy, and City of Tracy Housing Asset Funds.

C. During preliminary design, City staff researched the available options for main shelter structures suitable for timely implementation of the Project and initially concluded that purchasing a sixty (60) foot wide by one hundred five (105) foot long high predesigned and fabricated tension membrane structure (as further described in **Exhibit A** attached hereto, "**Goods"**) was the best option for meeting the City's timeframe for implementing the Project.

D. Staff determined that Vendor possesses the skills, experience, and certifications required to provide the requisite Goods for the Project and that the Vendor was the only manufacturer able to provide the City with the required Goods within the City's timelines.

E. On May 3, 2022, City Council approved Resolution No. 2021-196 to authorize the direct purchase of Goods from the Vendor.

F. Under Chapter 14.1.4 Non-competitive Proposals section of the CDBG procurement guidelines, the City can procure an item without competitive bidding when that item is only available from that single source.

G. Under Tracy Municipal Code Section 2.20.180(b)(2) purchases of $50,000.00 or greater are exempt from formal bidding requirements if the City Manager reviews and approves that the purchase may be obtained only from one source. The City Manager for the City of Tracy has so reviewed and approved that the Goods described hereunder are unique and available only from Vendor.

H. Consistent with the authority granted in Resolution No. 2021-196, the Parties have reached an agreement for the City's purchase of the agreed-upon Goods and ancillary services by the terms outlined in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants provided herein, which the parties hereto acknowledge as good and valuable consideration, the parties agree as follows:

1. **CITY PURCHASE.**

   1.1. GOODS. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached **Exhibit A,** which is incorporated herein by this reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit A**.

   1.2. SERVICES. The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached **Exhibit B** (**Ancillary Services**), which is incorporated herein by this reference. Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

   1.3. NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE. There shall be no substitution of Goods or Ancillary Services, without the prior written authorization of the City. All Ancillary Services shall be performed by or under the direct supervision of, the Vendor's Authorized Representative: Bo Comings, Business Development Manager. Vendor shall not replace its Authorized Representative without City's prior written consent. If Vendor fails to obtain the City's prior written consent for any change or replacement in personnel, Goods, or Ancillary Services, the City may terminate this Agreement. A list of all personnel who will be conducting the Ancillary Services in conjunction with this Agreement will be outlined in **Exhibit B**.

2. **DELIVERY DATES.** The Vendor shall ship the Goods and the Goods must arrive at the destination of 370 W Arbor Avenue, Tracy CA, 95304 and Ancillary Services must be provided by the Vendor, as outlined in the detailed Delivery Timeline, specified in **Exhibit C.** Vendor shall give the City written notice when the Goods have been shipped or caused to be shipped.

   2.1 Time is of the essence for the delivery schedule. Any failure by the Vendor to meet the delivery schedule established pursuant to **Exhibit C** will constitute a material default of this Agreement. If Vendor fails to meet the delivery timeline set out in this Agreement of **Exhibit C**, the City may cancel the order of any Goods and Ancillary Services not delivered by the required time, without liability and/or terminate this Agreement. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

3. **PURCHASE PRICE.** City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D,** attached hereto and incorporated herein by this reference. The total purchase price is delineated the products and services provided by Vendor to City: the price of the Goods, the price of the Ancillary Services, taxes, and the cost of delivery of Goods.

   3.1 NOT TO EXCEED AMOUNT. Vendor's total compensation for the aggregate of the Goods and the Ancillary Services under this Agreement shall not exceed $481,275.00 (Four Hundred Eighty-One Thousand, Two Hundred Seventy-Five Dollars). Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. Unless specifically stated

otherwise or agreed to in a writing signed by all Parties, the fees proposed by Vendor, as set forth in Exhibit D hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Vendor may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Vendor's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. Vendor's billing rates shall cover all costs and expenses for Vendor's performance of this Agreement. No work shall be performed by Vendor in excess of the "not-to-exceed" amount provided in this section without the City's prior written approval.

3.2 INVOICES. Vendor shall submit invoice(s) to the City per the outlined schedule in Purchase of Goods and Ancillary Services in **Exhibit D**.

3.2.1 If Vendor is providing Services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Vendor's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Vendor.

3.3 PAYMENT. Within 30 days after the City's receipt of the invoice(s), City shall make payment to the Vendor based upon the services described on the invoice(s) and approved by the City.

3.4 Final Payment. The acceptance by Vendor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to Vendor's services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Vendor agrees to maintain books, accounts, payroll records and other information relating to the performance of Vendor's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Vendor in the performance of Vendor's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

3.6 Taxes. The Seller must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of the Goods provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in this Agreement, the Purchase Price will be considered to include state and city sales or use tax.

4. CANCELLATION AND TERMINATION. The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery of Goods and Ancillary Services, with or without cause, by giving Vendor written notice as set forth in Section 14 below. There shall be no period of grace after giving the notice of cancellation or termination. Notwithstanding the terms of Section 14 below, cancellation or termination shall become effective immediately upon the date

the written notice is deposited in the mail by the City. Should the city terminate this agreement after manufacturing has begun, the City agrees to pay Vendor $208,632 for mobilization, restocking and custom parts as shown in Exhibit D-1.

5. **BREACH**. In the event of a breach of the Purchase by Vendor, City may terminate the Agreement immediately without notice, may reduce payment to the Vendor in the amount necessary to offset City's resulting damages, may procure substitute Goods or Ancillary Services at Vendor's expense, and/or may pursue any other available recourse against Vendor. Vendor may only terminate the Agreement if City breaches a material provision of this Agreement and such breach continues for a period of 30 days after written notice describing the breach"

6. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) destination if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Ancillary Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Ancillary Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Ancillary Services that do not conform to the terms and conditions outlined under **Exhibits A** and **B**. Any Goods and Ancillary Services rejected may be returned to the Vendor at the Vendor's risk and expense.

7. **INDEMNIFICATION.** Vendor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; the Goods and the Ancillary Services; any act, omission, or event relating in any way to Vendor's obligations under this Agreement; and/or Vendor's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Vendor" means the Vendor, its employees, agents and subcontractors.

   In the event there is a finding and/or determination that Vendor is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Vendor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

   (The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

   Vendor and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

   Vendor is an independent contractor and is solely responsible for the acts of its employees or agents or anyone acting on Vendor's behalf, including any negligent acts or omissions. Vendor is not City's employee and Vendor shall have no authority, express or implied, to act on behalf of the

City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Vendor, and its agents or employees, are not entitled to City benefits. Vendor shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Vendor's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 8 relating to insurance.

8. INSURANCE. Vendor shall, throughout the duration of this Agreement, maintain insurance to cover Vendor, its agents, representatives, and employees in connection with the performance of the Services under this Agreement at the minimum levels set forth herein.

8.1 COMMERCIAL GENERAL LIABILITY. (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

AUTOMOBILE LIABILITY. (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

8.2 WORKERS' COMPENSATION. Coverage shall be maintained as required by the State of California.

8.3 PROFESSIONAL LIABILITY. "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Vendor in an amount not less than $1,000,000 per claim.

8.4 ENDORSEMENTS. Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

8.4.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

8.4.2 For any claims related to this Agreement, Vendor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

8.5 NOTICE OF CANCELLATION. Vendor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Vendor shall immediately obtain a replacement policy.

8.6 AUTHORIZED INSURERS. All insurance companies providing coverage to Vendor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

8.7 INSURANCE CERTIFICATE. Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and

endorsements, in a form satisfactory to the City, before the City signs this Agreement and in any event, within five (5) days of such request.

8.8 **SUBSTITUTE CERTIFICATES**. Vendor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

8.9 **VENDOR'S OBLIGATION**. Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

9. **PACKING AND SHIPPING.** Deliveries must be made as specified in Exhibit C, without charge, for boxing, crating, or storage unless otherwise specified. As set forth in this Agreement and the exhibits hereto, Vendor will provide structure components to be assembled on site by others. Vendor will direct structure components to be delivered to the project General Construction Contractor at the project site. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment and must be submitted to the City as verification that the installed equipment is per the final design and Agreement..

10. **WARRANTY**. The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods provided by the Vendor shall conform to applicable specifications.

10.1 The Vendor's warranties, together with its service guarantees, are hereby assigned to the City and shall run to the City and its customers or users of the Goods and Ancillary Services and must not be deemed exclusive to Vendor. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Ancillary Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

11. **DUTY TO DEFEND**. Vendor agrees, (1) at its cost and expense, to promptly defend and hold the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be Defended**) harmless from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Goods and Ancillary Services; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent or other intellectual property right or infringement related to the Goods and (iv) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor.

11.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be Defended were actively, passively, or concurrently negligent, or

which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

12. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS. Vendor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

13. NOTICES. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Ilene Macintire, P.E.
Senior Civil Engineer
City of Tracy, Utilities Division
3900 Holly Drive
Tracy, CA 95376

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To Vendor:

Bo Comings
Business Development Manager
Sprung Instant Structures Inc.
5711 West Dannon Way
West Jordan, UT 84081

14. MISCELLANEOUS

14.1 STANDARD OF CARE. Unless otherwise specified in this Agreement, the standard of care applicable to Vendor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

14.2 AMENDMENTS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

14.3 WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

14.4 ASSIGNMENT AND DELEGATION. Vendor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

14.5 **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

14.6 **COMPLIANCE WITH THE LAW.** Vendor shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

14.6.1 **HAZARDOUS MATERIAL.** Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

14.6.2 **PREVAILING WAGE LAWS.** Vendor is aware of the potentially applicable requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Vendor shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Notwithstanding or limiting the foregoing, Vendor believes the Prevailing Wage Laws outlined above are not applicable as Vendor is not providing any labor or supervision to the work site. Vendor will include a Technical Consultant (TC) to provide the City's contractor advice on the best methods of assembling and erecting the structure only; the TC is not authorized to perform any work or to directly supervise a crew and as such is considered Vendor management.

14.6.3 **NON-DISCRIMINATION.** Vendor represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Vendor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

14.7 **BUSINESS ENTITY STATUS.** Vendor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Vendor. By entering into this Agreement, Vendor represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Vendor (including any licensing agencies). If Vendor is a suspended entity at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

14.8 **BUSINESS LICENCE.** Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.

14.9 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.10 **CONSTRUCTION OF AGREEMENT**. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

14.11 **SEVERABILITY.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

14.12 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.

14.13 **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

14.14 **COUNTERPARTS.** City and Vendor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

14.15 **EXPENSES FOR ENFORCEMENT.** Vendor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

14.16 **Ownership of Work.** All original documents prepared by Vendor relating to the Goods or Ancillary Services, whether complete or in progress, are the property of the City, and shall be given to the City upon termination of this Agreement or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Vendor to any third party without the City's prior written consent.

15. **SIGNATURES**. The individuals executing this Agreement on behalf of Vendor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Vendor.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS HEREOF, the Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

_____
By: Nancy Young
Title: Mayor

Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal Patel
City Attorney

Vendor

Sprung Instant Structures, Inc.
(A Texas Corporation)

_____
By: Clark Olson
Title: Vice President

Date: 5-1-24

Federal Employer Tax ID No. 742 114 504

_____
By: Tim Sprung
Title: Vice President

Date: 5-1-24

Exhibits:

A	Description of Goods
B	Description of Ancillary Services
C	Delivery Timeline
D	Purchase Price
D-1	Restocking Fee Calculation

EXHIBIT A- Description of Goods

The Vendor shall furnish a high-tension membrane structure per the following:

Structure Description:

Signature Series 60 feet wide by 105 feet long, measured by maximum width by maximum length including the following accessories:

1 - 14"3 Hood with (2) 3'x7' frame only (Door by others)
1 - 6'x7' Door Frame in Flat End (Door by others)
1 - 4'x7' Door Frame in Flat End (Door by others)
1 - City of Tracy Graphic Logo at Entrance
1 - Frameless Penetration Kit(s) for insulated structures (Medium) 3" to 6"
1 - Frameless Penetration Kit(s) for insulated structures (X Large) 7" to 13"
2 - 3'x7' Door Frame in Flat End (Door by others)
2 - Bay(s) of Cable Bracing
2 - Engineered Flat End(s)
2 - Tempered Safety Glass Window(s) 39" X 39" - Insulated R4.0
3 - 10' hood with 3'x7' Door Frame (Door by others)
3 - Standard Framed Penetration(s) for insulated structure - size 4' wide by 4' high and smaller
3 - Tempered Safety Glass Window(s) 85" X 39" - Insulated R4.0
8 - Frameless Penetration Kit(s) for insulated structures (Small) 1/4" to 4"
8 - LED Hood Light(s) 120-277, 50 or 60 Hz c/w Bracket and Photocell
48 - 75 lb. Hanging Brackets - Interior suspension eye-nuts, powder coated or mill finish
- 8" (R-25) blanket of fiberglass insulation c/w white interior liner
- Conduit Holes Set as per diagram provided by Sprung
- Engineered Stamped Drawings
- Perimeter Flat Bar
- Tedlar or Kynar opaque membrane with Daylight Panels (Colored Tedlar or Kynar)
- Color: Hunter Green

Structure Warranty: The Vendor shall Warranty the Sprung Structure with a 50-year pro-rata guarantee on the aluminum substructure and architectural membrane pro-rata guarantee, per the attached Guarantee Certificate. The Architectural Membrane shall be Tedlar® or Kynar coated opaque membrane, with a 25-year warranty per the attached Guarantee Certificate.

Structure Erection: The Vendor is not responsible for erection of the structure. The City's general contractor shall be responsible for erecting the structure connecting any and all electrical for any options requiring power. Electrical specifications are available from the Vendor.



EXHIBIT B – Description of Ancillary Services

Ancillary Services: The Vendor will supply a **Technical Consultant** on site to provide advice on the best methods of structure assembly and erection to a construction supervisor (or equivalent). The Technical Consultant is not authorized to perform any other services or directly supervise workers.

City General Contractor Responsibilities: The City's general contractor shall be responsible for supervision of and safety compliance in structure location, orientation, assembly, and erection. The Technical Consultant is not a project manager, City is solely responsible for project management if this is a requirement.

Required Equipment and Manpower: The required equipment and manpower to erect the structure shall be provided by the City's general contractor and includes:

a) Manlifts.
b) Appropriate fall protection (body harness and lifeline).
c) Electrical power to site.
d) Estimated 7 workmen for approximately 25, 8 hour working days, approximately half of which should be manlift qualified. Total manhours to complete is estimated at 1,400.
e) A construction supervisor with construction experience.
f) A crane with an operator and rigger will be required for approximately 7 hours, to assist in raising the assist in raising the free span aluminum beams during the erection sequence.

Specialized Hand Tools: The Vendor will provide specialized hand tools at no additional charge. The City's General Contractor is responsible for the tools while they are on the project site and until picked up by Sprung following completion of the erection of the structure. Lost, stolen, or damaged tools will be billed at their full replacement cost.

Structural Calculations and Anchorage: Concrete Footing and Base Reactions will be provided by the Vendor when required.

Permits, Licenses, and Taxes: The City will be responsible to obtain all permits, licenses and pay all applicable taxes. This structure is designed to meet the CBC 2019.

Onsite Engineering Inspections: If onsite engineering inspections are required, please advise our sales office to request a quotation. These services will be quoted at our cost. Onsite inspections are not included as a part of Engineered Stamped Drawings.

EXHIBIT C– Delivery Timeline

Delivery will be determined as set forth below. Delivery is typically 6-8 weeks. Once the order is processed, Sprung's Contract Manager will contact the City to coordinated shipping and Technical Consultant arrival dates.

The City and Vendor agree and acknowledge that (i) the scheduled delivery date is dependent on the City's construction contractor's (Contractor) construction schedule (Schedule), including when the foundation for the structure is complete and (ii) the City will not have the Schedule until the City awards and executes a construction contract to Contractor.

Accordingly, within 20 calendar days of Vendor's receipt of this executed Agreement and an email Notice to Proceed from the City, the City, Vendor, the City's construction manager, and the Contractor shall meet at a mutually agreeable date and time for a Project pre-construction meeting. During, or within five (5) calendar days of, the pre-construction meeting, Vendor shall propose to the City a commercially reasonable delivery schedule for all Project components and Ancillary Services in a form acceptable to the City. Once approved by the City, the schedule shall be incorporated and annexed into this Agreement by this reference. All deliveries and Ancillary Services to be made and/or performed under this Agreement shall be made and/or performed pursuant to the approved schedule. The Vendor will provide Ancillary Services on the project site during the timeframe for installation of the structure as established by the Schedule. The Vendor will cooperate in coordinating the delivery schedule with the City and City Contractor.

EXHIBIT D – Purchase Price and Payment Schedule

Purchase Price

Structure and Accessories **$ 425,802.00**
F.O.B. Salt Lake City, Utah, USA. Sales and/or use taxes extra.

Ancillary Services: Technical Consultant **$ 11,853.00**
Consultant's travel, accommodation, and meals will be charged at the fixed cost shown.

Shipping and Delivery **$ 6,940.00**
Vendor will arrange for delivery of the structure package by commercial carrier to the project site in Tracy, California at a fixed cost shown. Structure is sold F.O.B. Utah, 2010 Incoterms. Sprung will maintain responsibility of the shipment and will insure the shipment up until the point of delivery. The City is responsible to receive and unload freight in a timely manner.

Sales & Use Tax **$ 36,680.00**

Total Cost **$481,275.00**

Payment Schedule

All payments will be made in accordance with Section 3 of the Agreement and the schedule below**.**

Structure Payment Schedule

50% to be invoiced upon notice to proceed

25% to be invoiced upon delivery of the structure to the Project Site according to the agreed upon construction and delivery schedule

25% to be invoice upon formal acceptance by the City. Acceptance will require all structure components are received and installed per plan, all punch list items are resolved, and Ancillary Services required under the Agreement have been provided to the Contractor.

Ancillary Services Payment Schedule

75% of Ancillary Services will be invoiced upon completion of the Vendor's technicians and staff providing said service on the Project Site.

25% to be invoiced upon formal acceptance by the City. Acceptance will require all Ancillary Services be completed to the City's satisfaction and a statement from the Contractor stating that no additional Ancillary Service support is required.

RESTOCKING CALCULATION

EXHIBIT D-1

Structure:	**City of Tracy**		
Currency	**USD**		
width	**50' - 90'**		
length	**105**		
Sq.Ft. *(from quote report)*	6300	4.29	
MEMBRANE	outer skin	27,027.00	
(*membrane cost listed below*):	liner	27,027.00	
Membrane Options:			
		0.00	
Kynar/Tedlar/LTA/Greenhouse:	surcharge	31,185.00	
	sub total	85,239.00	
Total Membrane:		**85,239.00**	
CUSTOM ACCESSORIES:			
		0.00	
FE		85,070.00	
		0.00	
		0.00	
		0.00	
		0.00	
	subtotal	85,070.00	
Total Custom Accessories:		**85,070.00**	
RESTOCKING			
Total Purchase Price:		425,802.00	
Less: Total Membrane		85,239.00	
Less: Custom Asscessories:		85,070.00	
Total Above:		255,493.00	
15% of above Total:		38,323.95	
Add: Total Membrane:		85,239.00	
Add: Custom Accessories:		85,070.00	
TOTAL RESTOCK		**208,632.95**	

Structure Size	US$	CDN$
30'	6.05	6.88
40'	4.95	6.16
50' - 90'	4.29	5.50
100'	4.07	5.28
110'	4.07	5.28
120'	4.07	5.28
130' - 160'	4.07	5.28
130'L-160' L	4.07	5.28

Sprung Instant Structures

This Guarantee is presented to:

City of Tracy

The architectural membrane and aluminum materials utilized in Sprung Structures have been selected for their proven strength, durability and longevity. To show our sincere confidence in our product, Sprung Instant Structures is pleased to issue the following guarantees.

ARCHITECTURAL MEMBRANE WITH TEDLAR PVF FILM or KYNAR COATING

All membranes used are water and mildew resistant, insect proof and flame retardant. These membranes withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Flame retardant status has been warranted by the membrane suppliers.

Sprung Instant Structures guarantees to supply new replacement membrane, on a pro-rata basis at the then current price, for all colors of Tedlar or Kynar coated membranes which deteriorate from any of the aforementioned factors within Tedlar/Kynar TWENTY FIVE (25) YEARS from the date of delivery of the structure(s).

EXTRUDED ALUMINUM SUBSTRUCTURE AND COMPONENTS

Aluminum used is professionally engineered and is of the highest quality and structural capability. Sprung Instant Structures guarantees to replace, on a pro-rata basis at the then current price, any aluminum which deteriorates from normal usage within FIFTY (50) YEARS from the date of delivery of the structure(s).

The guarantee will not be valid if a Sprung technical consultant is not present during all erections and dismantling's of the structure during the guarantee period or if any payments associated with the structure(s) are not made on time.

August 31, 2023

PHIL SPRUNG - PRESIDENT

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) MAKING A DETERMINATION THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCESS IS NOT IN THE BEST INTEREST OF THE CITY AND DISPENSE THE BIDDING REQUIREMENTS FOR THE PURCHASE OF A HIGH-TENSION MEMBRANE STRUCTURE FROM SPRUNG INSTANT STRUCTURES, INC., PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND TRACY MUNICIPAL CODE SECTION 2.20.279(a) AND:

(2) RESCINDING RESOLUTION 2022-098, DATED JULY 5, 2022, APPROVING A PURCHASE AGREEMENT WITH SPRUNG INSTANT STRUCTURES, INC., A UTAH CORPORATION, IN THE AMOUNT OF $455,000.00 AND

(3) APPROVING - A PURCHASE AGREEMENT WITH SPRUNG INSTANT STRUCTURES, INC., FOR SUCH A STRUCTURE, AT THE NOT-TO-EXCEED AMOUNT OF $481,275.

WHEREAS, on March 10, 2020, City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, on September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, during design development for the TEHF Project it was determined that the use of prefabricated structures would best meet the City's goal to expedite the facility occupancy schedule; and

WHEREAS, on December 21, 2021, pursuant to Resolution 2021-196, City Council authorized the use of United States General Services Administration Cooperative purchase agreement with Sprung Instant Structures, Inc. for the purchase of pre-manufactured sixty (60) foot by one hundred five (105) foot long high-tension membrane structures; and

WHEREAS, Phase I of the Project, demolition of the existing structures, site and preparation, and underground utilities began in May of 2022 and was substantially complete by December of 2022; and

WHEREAS, Resolution 2021-196 was amended with Resolution 2022-056 on May 3, 2022 because the United States General Services Agency, Cooperative purchasing MAS purchasing requires the use of federal grant funds and authorization of a federal contracting officer to utilize the program and the Community Development Block Grant (CDBG) Funding through the Department of Housing and Urban Development (HUD), does not support the use of the GSA purchasing program; and

WHEREAS, City Council authorized the direct purchase of the Sprung Structure -pursuant to Resolution 2022-056; and

WHEREAS, City Council approved a purchase agreement with Sprung Instant Structures, Inc., in the amount of $455,000.00, on July 5, 2022, under Resolution 2022-098 and the agreement was not executed pending the outcome of the Phase II Site Improvement Bids; and

WHEREAS, the bids received on October 19, 2022 for the Phase II Site Improvement Bids exceeded the available funding, therefore construction was not able to move forward and the purchase agreement was not executed; and

WHEREAS, bid for the Phase II 2024 Site Improvements including the Sprung Structure construction were received on May 7, 2024, and the notice of award will be approved by City Council on July 2, 2024; and

WHEREAS, the Temporary Emergency Homeless Facility, CIP 71112, is an approved Capital Improvement Project with a total budget of $20,947,654 and sufficient funds are available in the project for the purchase of the structure; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on June 20, 2024 and recommended that the City Council adopt the proposed Resolution; and

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That the City Council for the City of Tracy finds that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the purchase of a high-tension membrane structure from Sprung Instant Structures, Inc., pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a); and be it further

RESOLVED: That the City Council hereby rescinds Resolution 2022-098, approving a purchase agreement with Sprung Instant Structures, Inc., that was not executed; and be it further

RESOLVED: That the City Council approves a Purchase Agreement with Sprung Instant Structures, Inc. for the purchase of a sixty (60) foot wide by one hundred five (105) foot long high-tension membrane structure to be installed as part of the Phase II 2024 Site Improvements at the Temporary Emergency Housing Facility, CIP 71112, at 370 W. Arbor Avenue, in the not-to-exceed amount of $481,275, attached hereto as Attachment 1; and be it further

RESOLVED: That the Mayor is authorized to execute the Purchase Agreement with Sprung Instant Structures, Inc. for the Temporary Emergency Housing Facility Project, CIP 71112, at 370 W. Arbor Avenue, attached hereto as Attachment 1.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-____ was adopted by the Tracy City Council on July 2, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

(1) Purchase Agreement – Sprung Instant Structures, Inc.

Attachment 1

CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY SERVICES WITH SPRUNG INSTANT STRUCTURES, INC.

This Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Sprung Instant Structures, Inc. a Texas Corporation (**Vendor**). City and Vendor are sometimes referred to individually as "**Party**" and collectively as "**Parties**.

Recitals

A. City is actively pursuing the construction of Temporary Emergency Housing, CIP 71112, pursuant to which will allow the City may provide up to 154 beds on a nightly basis to unhoused residents in the City, along with ancillary services (**Project**), on City-owned land of 4.8 acres located at Arbor Avenue (**Project Site**).

B. The Project construction is being funded by grants from the Department of Housing and Urban Development (**HUD**) through Community Development Block Grants (**CDBG**) and Community Project Funding (**CPF**), Urban Development Homeless Housing, Assistance & Prevention Grants (**HHAP**); American Rescue Plan Act (**ARPA**) funds from San Joaquin County and the City of Tracy, and City of Tracy Housing Asset Funds.

C. During preliminary design, City staff researched the available options for main shelter structures suitable for timely implementation of the Project and initially concluded that purchasing a sixty (60) foot wide by one hundred five (105) foot long high predesigned and fabricated tension membrane structure (as further described in **Exhibit A** attached hereto, "**Goods"**) was the best option for meeting the City's timeframe for implementing the Project.

D. Staff determined that Vendor possesses the skills, experience, and certifications required to provide the requisite Goods for the Project and that the Vendor was the only manufacturer able to provide the City with the required Goods within the City's timelines.

E. On May 3, 2022, City Council approved Resolution No. 2021-196 to authorize the direct purchase of Goods from the Vendor.

F. Under Chapter 14.1.4 Non-competitive Proposals section of the CDBG procurement guidelines, the City can procure an item without competitive bidding when that item is only available from that single source.

G. Under Tracy Municipal Code Section 2.20.180(b)(2) purchases of $50,000.00 or greater are exempt from formal bidding requirements if the City Manager reviews and approves that the purchase may be obtained only from one source. The City Manager for the City of Tracy has so reviewed and approved that the Goods described hereunder are unique and available only from Vendor.

H. Consistent with the authority granted in Resolution No. 2021-196, the Parties have reached an agreement for the City's purchase of the agreed-upon Goods and ancillary services by the terms outlined in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants provided herein, which the parties hereto acknowledge as good and valuable consideration, the parties agree as follows:

1. **CITY PURCHASE.**

   1.1. GOODS. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached **Exhibit A,** which is incorporated herein by this reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit A**.

   1.2. SERVICES. The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached **Exhibit B** (**Ancillary Services**), which is incorporated herein by this reference. Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

   1.3. NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE. There shall be no substitution of Goods or Ancillary Services, without the prior written authorization of the City. All Ancillary Services shall be performed by or under the direct supervision of, the Vendor's Authorized Representative: Bo Comings, Business Development Manager. Vendor shall not replace its Authorized Representative without City's prior written consent. If Vendor fails to obtain the City's prior written consent for any change or replacement in personnel, Goods, or Ancillary Services, the City may terminate this Agreement. A list of all personnel who will be conducting the Ancillary Services in conjunction with this Agreement will be outlined in **Exhibit B**.

2. **DELIVERY DATES.** The Vendor shall ship the Goods and the Goods must arrive at the destination of 370 W Arbor Avenue, Tracy CA, 95304 and Ancillary Services must be provided by the Vendor, as outlined in the detailed Delivery Timeline, specified in **Exhibit C.** Vendor shall give the City written notice when the Goods have been shipped or caused to be shipped.

   2.1 Time is of the essence for the delivery schedule. Any failure by the Vendor to meet the delivery schedule established pursuant to **Exhibit C** will constitute a material default of this Agreement. If Vendor fails to meet the delivery timeline set out in this Agreement of **Exhibit C**, the City may cancel the order of any Goods and Ancillary Services not delivered by the required time, without liability and/or terminate this Agreement. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

3. **PURCHASE PRICE.** City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D,** attached hereto and incorporated herein by this reference. The total purchase price is delineated the products and services provided by Vendor to City: the price of the Goods, the price of the Ancillary Services, taxes, and the cost of delivery of Goods.

   3.1 NOT TO EXCEED AMOUNT. Vendor's total compensation for the aggregate of the Goods and the Ancillary Services under this Agreement shall not exceed $481,275.00 (Four Hundred Eighty-One Thousand, Two Hundred Seventy-Five Dollars). Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. Unless specifically stated

otherwise or agreed to in a writing signed by all Parties, the fees proposed by Vendor, as set forth in Exhibit D hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Vendor may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Vendor's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. Vendor's billing rates shall cover all costs and expenses for Vendor's performance of this Agreement. No work shall be performed by Vendor in excess of the "not-to-exceed" amount provided in this section without the City's prior written approval.

3.2 INVOICES. Vendor shall submit invoice(s) to the City per the outlined schedule in Purchase of Goods and Ancillary Services in **Exhibit D**.

3.2.1 If Vendor is providing Services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Vendor's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Vendor.

3.3 PAYMENT. Within 30 days after the City's receipt of the invoice(s), City shall make payment to the Vendor based upon the services described on the invoice(s) and approved by the City.

3.4 Final Payment. The acceptance by Vendor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to Vendor's services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Vendor agrees to maintain books, accounts, payroll records and other information relating to the performance of Vendor's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Vendor in the performance of Vendor's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

3.6 Taxes. The Seller must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of the Goods provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in this Agreement, the Purchase Price will be considered to include state and city sales or use tax.

4. CANCELLATION AND TERMINATION. The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery of Goods and Ancillary Services, with or without cause, by giving Vendor written notice as set forth in Section 14 below. There shall be no period of grace after giving the notice of cancellation or termination. Notwithstanding the terms of Section 14 below, cancellation or termination shall become effective immediately upon the date

the written notice is deposited in the mail by the City. Should the city terminate this agreement after manufacturing has begun, the City agrees to pay Vendor $208,632 for mobilization, restocking and custom parts as shown in Exhibit D-1.

5. **BREACH**. In the event of a breach of the Purchase by Vendor, City may terminate the Agreement immediately without notice, may reduce payment to the Vendor in the amount necessary to offset City's resulting damages, may procure substitute Goods or Ancillary Services at Vendor's expense, and/or may pursue any other available recourse against Vendor. Vendor may only terminate the Agreement if City breaches a material provision of this Agreement and such breach continues for a period of 30 days after written notice describing the breach"

6. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) destination if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Ancillary Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Ancillary Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Ancillary Services that do not conform to the terms and conditions outlined under **Exhibits A** and **B**. Any Goods and Ancillary Services rejected may be returned to the Vendor at the Vendor's risk and expense.

7. **INDEMNIFICATION.** Vendor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; the Goods and the Ancillary Services; any act, omission, or event relating in any way to Vendor's obligations under this Agreement; and/or Vendor's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Vendor" means the Vendor, its employees, agents and subcontractors.

   In the event there is a finding and/or determination that Vendor is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Vendor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

   (The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

   Vendor and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

   Vendor is an independent contractor and is solely responsible for the acts of its employees or agents or anyone acting on Vendor's behalf, including any negligent acts or omissions. Vendor is not City's employee and Vendor shall have no authority, express or implied, to act on behalf of the

City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Vendor, and its agents or employees, are not entitled to City benefits. Vendor shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Vendor's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 8 relating to insurance.

8. INSURANCE. Vendor shall, throughout the duration of this Agreement, maintain insurance to cover Vendor, its agents, representatives, and employees in connection with the performance of the Services under this Agreement at the minimum levels set forth herein.

8.1 COMMERCIAL GENERAL LIABILITY. (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

AUTOMOBILE LIABILITY. (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

8.2 WORKERS' COMPENSATION. Coverage shall be maintained as required by the State of California.

8.3 PROFESSIONAL LIABILITY. "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Vendor in an amount not less than $1,000,000 per claim.

8.4 ENDORSEMENTS. Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

8.4.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

8.4.2 For any claims related to this Agreement, Vendor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

8.5 NOTICE OF CANCELLATION. Vendor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Vendor shall immediately obtain a replacement policy.

8.6 AUTHORIZED INSURERS. All insurance companies providing coverage to Vendor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

8.7 INSURANCE CERTIFICATE. Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and

endorsements, in a form satisfactory to the City, before the City signs this Agreement and in any event, within five (5) days of such request.

8.8 **SUBSTITUTE CERTIFICATES**. Vendor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

8.9 **VENDOR'S OBLIGATION**. Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

9. **PACKING AND SHIPPING.** Deliveries must be made as specified in Exhibit C, without charge, for boxing, crating, or storage unless otherwise specified. As set forth in this Agreement and the exhibits hereto, Vendor will provide structure components to be assembled on site by others. Vendor will direct structure components to be delivered to the project General Construction Contractor at the project site. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment and must be submitted to the City as verification that the installed equipment is per the final design and Agreement..

10. **WARRANTY**. The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods provided by the Vendor shall conform to applicable specifications.

10.1 The Vendor's warranties, together with its service guarantees, are hereby assigned to the City and shall run to the City and its customers or users of the Goods and Ancillary Services and must not be deemed exclusive to Vendor. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Ancillary Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

11. **DUTY TO DEFEND**. Vendor agrees, (1) at its cost and expense, to promptly defend and hold the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be Defended**) harmless from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Goods and Ancillary Services; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent or other intellectual property right or infringement related to the Goods and (iv) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor.

11.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be Defended were actively, passively, or concurrently negligent, or

which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

12. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS. Vendor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

13. NOTICES. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Ilene Macintire, P.E.
Senior Civil Engineer
City of Tracy, Utilities Division
3900 Holly Drive
Tracy, CA 95376

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To Vendor:

Bo Comings
Business Development Manager
Sprung Instant Structures Inc.
5711 West Dannon Way
West Jordan, UT 84081

14. MISCELLANEOUS

14.1 STANDARD OF CARE. Unless otherwise specified in this Agreement, the standard of care applicable to Vendor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

14.2 AMENDMENTS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

14.3 WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

14.4 ASSIGNMENT AND DELEGATION. Vendor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

14.5 **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

14.6 **COMPLIANCE WITH THE LAW.** Vendor shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

14.6.1 **HAZARDOUS MATERIAL.** Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

14.6.2 **PREVAILING WAGE LAWS.** Vendor is aware of the potentially applicable requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Vendor shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Notwithstanding or limiting the foregoing, Vendor believes the Prevailing Wage Laws outlined above are not applicable as Vendor is not providing any labor or supervision to the work site. Vendor will include a Technical Consultant (TC) to provide the City's contractor advice on the best methods of assembling and erecting the structure only; the TC is not authorized to perform any work or to directly supervise a crew and as such is considered Vendor management.

14.6.3 **NON-DISCRIMINATION.** Vendor represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Vendor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

14.7 **BUSINESS ENTITY STATUS.** Vendor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Vendor. By entering into this Agreement, Vendor represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Vendor (including any licensing agencies). If Vendor is a suspended entity at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

14.8 **BUSINESS LICENCE.** Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.

14.9 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.10 **CONSTRUCTION OF AGREEMENT**. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

14.11 **SEVERABILITY.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

14.12 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.

14.13 **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

14.14 **COUNTERPARTS.** City and Vendor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

14.15 **EXPENSES FOR ENFORCEMENT.** Vendor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

14.16 **Ownership of Work.** All original documents prepared by Vendor relating to the Goods or Ancillary Services, whether complete or in progress, are the property of the City, and shall be given to the City upon termination of this Agreement or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Vendor to any third party without the City's prior written consent.

15. **SIGNATURES**. The individuals executing this Agreement on behalf of Vendor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Vendor.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS HEREOF, the Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

_____
By: Nancy Young
Title: Mayor

Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal Patel
City Attorney

Vendor

Sprung Instant Structures, Inc.
(A Texas Corporation)

_____
By: Clark Olson
Title: Vice President

Date: 5-1-24

Federal Employer Tax ID No. 742 114 504

_____
By: Tim Sprung
Title: Vice President

Date: 5-1-24

Exhibits:

A	Description of Goods
B	Description of Ancillary Services
C	Delivery Timeline
D	Purchase Price
D-1	Restocking Fee Calculation

EXHIBIT A- Description of Goods

The Vendor shall furnish a high-tension membrane structure per the following:

Structure Description:

Signature Series 60 feet wide by 105 feet long, measured by maximum width by maximum length including the following accessories:

1 - 14"3 Hood with (2) 3'x7' frame only (Door by others)
1 - 6'x7' Door Frame in Flat End (Door by others)
1 - 4'x7' Door Frame in Flat End (Door by others)
1 - City of Tracy Graphic Logo at Entrance
1 - Frameless Penetration Kit(s) for insulated structures (Medium) 3" to 6"
1 - Frameless Penetration Kit(s) for insulated structures (X Large) 7" to 13"
2 - 3'x7' Door Frame in Flat End (Door by others)
2 - Bay(s) of Cable Bracing
2 - Engineered Flat End(s)
2 - Tempered Safety Glass Window(s) 39" X 39" - Insulated R4.0
3 - 10' hood with 3'x7' Door Frame (Door by others)
3 - Standard Framed Penetration(s) for insulated structure - size 4' wide by 4' high and smaller
3 - Tempered Safety Glass Window(s) 85" X 39" - Insulated R4.0
8 - Frameless Penetration Kit(s) for insulated structures (Small) 1/4" to 4"
8 - LED Hood Light(s) 120-277, 50 or 60 Hz c/w Bracket and Photocell
48 - 75 lb. Hanging Brackets - Interior suspension eye-nuts, powder coated or mill finish
- 8" (R-25) blanket of fiberglass insulation c/w white interior liner
- Conduit Holes Set as per diagram provided by Sprung
- Engineered Stamped Drawings
- Perimeter Flat Bar
- Tedlar or Kynar opaque membrane with Daylight Panels (Colored Tedlar or Kynar)
- Color: Hunter Green

Structure Warranty: The Vendor shall Warranty the Sprung Structure with a 50-year pro-rata guarantee on the aluminum substructure and architectural membrane pro-rata guarantee, per the attached Guarantee Certificate. The Architectural Membrane shall be Tedlar® or Kynar coated opaque membrane, with a 25-year warranty per the attached Guarantee Certificate.

Structure Erection: The Vendor is not responsible for erection of the structure. The City's general contractor shall be responsible for erecting the structure connecting any and all electrical for any options requiring power. Electrical specifications are available from the Vendor.



EXHIBIT B – Description of Ancillary Services

Ancillary Services: The Vendor will supply a **Technical Consultant** on site to provide advice on the best methods of structure assembly and erection to a construction supervisor (or equivalent). The Technical Consultant is not authorized to perform any other services or directly supervise workers.

City General Contractor Responsibilities: The City's general contractor shall be responsible for supervision of and safety compliance in structure location, orientation, assembly, and erection. The Technical Consultant is not a project manager, City is solely responsible for project management if this is a requirement.

Required Equipment and Manpower: The required equipment and manpower to erect the structure shall be provided by the City's general contractor and includes:

a) Manlifts.
b) Appropriate fall protection (body harness and lifeline).
c) Electrical power to site.
d) Estimated 7 workmen for approximately 25, 8 hour working days, approximately half of which should be manlift qualified. Total manhours to complete is estimated at 1,400.
e) A construction supervisor with construction experience.
f) A crane with an operator and rigger will be required for approximately 7 hours, to assist in raising the assist in raising the free span aluminum beams during the erection sequence.

Specialized Hand Tools: The Vendor will provide specialized hand tools at no additional charge. The City's General Contractor is responsible for the tools while they are on the project site and until picked up by Sprung following completion of the erection of the structure. Lost, stolen, or damaged tools will be billed at their full replacement cost.

Structural Calculations and Anchorage: Concrete Footing and Base Reactions will be provided by the Vendor when required.

Permits, Licenses, and Taxes: The City will be responsible to obtain all permits, licenses and pay all applicable taxes. This structure is designed to meet the CBC 2019.

Onsite Engineering Inspections: If onsite engineering inspections are required, please advise our sales office to request a quotation. These services will be quoted at our cost. Onsite inspections are not included as a part of Engineered Stamped Drawings.

EXHIBIT C– Delivery Timeline

Delivery will be determined as set forth below. Delivery is typically 6-8 weeks. Once the order is processed, Sprung's Contract Manager will contact the City to coordinated shipping and Technical Consultant arrival dates.

The City and Vendor agree and acknowledge that (i) the scheduled delivery date is dependent on the City's construction contractor's (Contractor) construction schedule (Schedule), including when the foundation for the structure is complete and (ii) the City will not have the Schedule until the City awards and executes a construction contract to Contractor.

Accordingly, within 20 calendar days of Vendor's receipt of this executed Agreement and an email Notice to Proceed from the City, the City, Vendor, the City's construction manager, and the Contractor shall meet at a mutually agreeable date and time for a Project pre-construction meeting. During, or within five (5) calendar days of, the pre-construction meeting, Vendor shall propose to the City a commercially reasonable delivery schedule for all Project components and Ancillary Services in a form acceptable to the City. Once approved by the City, the schedule shall be incorporated and annexed into this Agreement by this reference. All deliveries and Ancillary Services to be made and/or performed under this Agreement shall be made and/or performed pursuant to the approved schedule. The Vendor will provide Ancillary Services on the project site during the timeframe for installation of the structure as established by the Schedule. The Vendor will cooperate in coordinating the delivery schedule with the City and City Contractor.

EXHIBIT D – Purchase Price and Payment Schedule

Purchase Price

Structure and Accessories **$ 425,802.00**
F.O.B. Salt Lake City, Utah, USA. Sales and/or use taxes extra.

Ancillary Services: Technical Consultant **$ 11,853.00**
Consultant's travel, accommodation, and meals will be charged at the fixed cost shown.

Shipping and Delivery **$ 6,940.00**
Vendor will arrange for delivery of the structure package by commercial carrier to the project site in Tracy, California at a fixed cost shown. Structure is sold F.O.B. Utah, 2010 Incoterms. Sprung will maintain responsibility of the shipment and will insure the shipment up until the point of delivery. The City is responsible to receive and unload freight in a timely manner.

Sales & Use Tax **$ 36,680.00**

Total Cost **$481,275.00**

Payment Schedule

All payments will be made in accordance with Section 3 of the Agreement and the schedule below**.**

Structure Payment Schedule

50% to be invoiced upon notice to proceed

25% to be invoiced upon delivery of the structure to the Project Site according to the agreed upon construction and delivery schedule

25% to be invoice upon formal acceptance by the City. Acceptance will require all structure components are received and installed per plan, all punch list items are resolved, and Ancillary Services required under the Agreement have been provided to the Contractor.

Ancillary Services Payment Schedule

75% of Ancillary Services will be invoiced upon completion of the Vendor's technicians and staff providing said service on the Project Site.

25% to be invoiced upon formal acceptance by the City. Acceptance will require all Ancillary Services be completed to the City's satisfaction and a statement from the Contractor stating that no additional Ancillary Service support is required.

RESTOCKING CALCULATION

EXHIBIT D-1

Structure:	**City of Tracy**		
Currency	**USD**		
width	**50' - 90'**		
length	**105**		
Sq.Ft. *(from quote report)*	6300	4.29	
MEMBRANE	outer skin	27,027.00	
(*membrane cost listed below*):	liner	27,027.00	
Membrane Options:			
		0.00	
Kynar/Tedlar/LTA/Greenhouse:	surcharge	31,185.00	
	sub total	85,239.00	
Total Membrane:		**85,239.00**	
CUSTOM ACCESSORIES:			
		0.00	
FE		85,070.00	
		0.00	
		0.00	
		0.00	
		0.00	
	subtotal	85,070.00	
Total Custom Accessories:		**85,070.00**	
RESTOCKING			
Total Purchase Price:		425,802.00	
Less: Total Membrane		85,239.00	
Less: Custom Asscessories:		85,070.00	
Total Above:		255,493.00	
15% of above Total:		38,323.95	
Add: Total Membrane:		85,239.00	
Add: Custom Accessories:		85,070.00	
TOTAL RESTOCK		**208,632.95**	

Structure Size	US$	CDN$
30'	6.05	6.88
40'	4.95	6.16
50' - 90'	4.29	5.50
100'	4.07	5.28
110'	4.07	5.28
120'	4.07	5.28
130' - 160'	4.07	5.28
130'L-160' L	4.07	5.28

Sprung Instant Structures

This Guarantee is presented to:

City of Tracy

The architectural membrane and aluminum materials utilized in Sprung Structures have been selected for their proven strength, durability and longevity. To show our sincere confidence in our product, Sprung Instant Structures is pleased to issue the following guarantees.

ARCHITECTURAL MEMBRANE WITH TEDLAR PVF FILM or KYNAR COATING

All membranes used are water and mildew resistant, insect proof and flame retardant. These membranes withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Flame retardant status has been warranted by the membrane suppliers.

Sprung Instant Structures guarantees to supply new replacement membrane, on a pro-rata basis at the then current price, for all colors of Tedlar or Kynar coated membranes which deteriorate from any of the aforementioned factors within Tedlar/Kynar TWENTY FIVE (25) YEARS from the date of delivery of the structure(s).

EXTRUDED ALUMINUM SUBSTRUCTURE AND COMPONENTS

Aluminum used is professionally engineered and is of the highest quality and structural capability. Sprung Instant Structures guarantees to replace, on a pro-rata basis at the then current price, any aluminum which deteriorates from normal usage within FIFTY (50) YEARS from the date of delivery of the structure(s).

The guarantee will not be valid if a Sprung technical consultant is not present during all erections and dismantling's of the structure during the guarantee period or if any payments associated with the structure(s) are not made on time.

August 31, 2023

PHIL SPRUNG - PRESIDENT

July 2, 2024

Agenda Item 1.E

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) awarding a construction contract to Quiring General, LLC., Pleasanton, California, in the amount of $9,349,630 for construction of the Phase II Site Improvements of the Temporary Emergency Housing Facility Project, at 370 W. Arbor Avenue, and (2) authorizing the City Manager to approve change orders up to the contingency amount of $934,963, pursuant to Tracy Municipal Code Section 2.20.090(b).

EXECUTIVE SUMMARY

This agenda item seeks the award of a construction contract to Quiring General, LLC., of Pleasanton, California, for construction of the Phase II Site Improvements of the Temporary Emergency Housing Facility (TEHF) Project, Capital Improvement Project (CIP) 71112, with a contract price of $9,349,630 and a contingency amount of $934,963. This amount was previously appropriated by City Council as part of the CIP 71112 and is fully funded.

The Tracy Homelessness Advisory Committee heard this item on June 20, 2024 and recommends that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

On March 10, 2020, the City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. On September 1, 2020, City Council authorized the creation of a Capital Improvement Project for the Temporary Emergency Housing Facility (TEHF) on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness. For the subsequent two years, the City actively pursued the development and construction of an interim temporary emergency housing shelter on City-owned land located at 370 West Arbor Avenue to serve as an interim full-service temporary housing solution for the City's unsheltered (Project) until the completion of the permanent project improvements.

Phase I of the TEHF Project included demolition of the existing structures, site and preparation, and underground utilities, and began in May of 2022. Phase I was accepted as complete on June 2023 per Resolution 2023-098.

Phase II Site Improvements including installation of a high-tension membrane structure, referred to as the Sprung Structure, was advertised for bids in June of 2022. However, all bids were rejected under Resolution 2023-150 because the bids exceeded the available funds at that time.

Resolution 2023-150 authorized staff to readvertise the project. Additional funding was obtained from the San Joaquin County Board of Supervisors, in the form of a grant of American Rescue Plan Act funding in the amount of $7.1 million and a federal Housing and Urban Development Community Project Funding Grant in the amount of $3 million, that now allows for the construction of Phase II.

Phase III consisted of the leasing and installation of modular units and is referred to as the "Interim Project". This phase was opened in December of 2022, and has housing for up to 48 individuals. The proposed Phase II project construction had plans for permanent power supply, but it was postponed due to the costs related to expediating the completion of the Interim Project preparation. Portable generators were leased to provide power for the site until equipment for a permanent power supply could be installed.

On July 5, 2023, City Council authorized the purchase of eight (8) custom container dormitories under Resolution 2023-140, to be installed as part of Phase IV, to provide additional interim shelter facility capacity. The Phase IV facility opened in December of 2023, providing housing for an additional 38 individuals.

In April 2023, staff issued a Notice Inviting Bidders for two permanent power supply construction contracts, separately from the facility site improvements, to expedite the procurement and installation of the electrical equipment that has a thirty-seven (37) week lead time. In May 2023, two bids were received, and the contract was awarded to the lowest qualified bidder, which was DV Electric, Inc. for both power supply projects by the City Council on July 5, 2023. However, the contract was rescinded due to the contractor's non-responsiveness and failure to submit correctly completed construction contract documents as required. All bids for these power supply projects were rejected on January 16, 2024, and the City Council authorized the readvertisement of the work, pursuant to Resolution 2024-004.

On April 2, 2024, pursuant to Resolution 2024-047, the City Council approved an Agreement with Nelco Electric, Inc. for the direct purchase of the power supply equipment, including switchgear and panel boards, for both permanent power supplies needed for the TEHF.

In March 2024, staff issued a Notice Inviting Bidders for the installation of the power supply equipment and related work. On May 14, 2024, pursuant to Resolution 2024-068, the City Council authorized the award of the contract to Bockmon & Woody, Inc., of Stockton, California. Work is anticipated to begin in July 2024.

Staff prepared the plans, specifications and bid documents for the construction of the Phase II Site Improvements at the TEHF, and advertised for competitive bids on April 5, 2024 and April 12, 2024.

The Bid was broken into four (4) schedules: Base Bid, ABI-1 Landscaping, ABI-2 Bike & Pet Enclosures and ABI-3 Shade Structures. The Base Bid amount was used to determine the lowest bidder.

Bids were received and publicly opened on May 7, 2024, at 2:00 p.m. with the following results:

Contractor	Base Bid Amount	Federal Forms
Quiring General, LLC.	$ 8,808,993.43	Y
Diede Construction, Inc.	$ 9,054,475.00	Y
Bobo Construction, Inc.	$ 11,817,656.56	Y

The TEHF Project includes federal grant funding requiring bidders to submit five (5) federal forms with the bid document package. The requirement is outlined in detail in the Instructions to Bidders and the Community Development Block Grant Handbooks, included in the bid documents. All bidders submitted the required forms.

ANALYSIS

The lowest successful bidder, Quiring General, LLC., of Pleasanton, California, is responsive and responsible as the bidder has the appropriate contractor's license, in active standing, with the State of California and has completed similar projects.

Adequate funding is available for the construction of both the base bid and additive bid item No. 1, for landscaping and irrigation. The total estimated cost of this project, including the contract amount includes a 10% construction contract contingency which staff is recommending the City Manager be authorized to implement as needed. City costs related to staff time, construction inspection, building permits, design support and all soft costs related to the construction contract, if awarded to Quiring General, LLC., include the following:

Construction Base Bid	$ 8,808,993
Additive Bid Item No. 1 (ABI-1) Landscaping	$ 540,637
Contingency (10%)	$ 934,963
Construction Management	$ 250,000
Design Support During Construction (5%)	$ 250,000
Total	$10,784,593

On October 3, 2023, a professional services agreement was awarded to Roebbelen Construction Management Services in the amount of $450,185 to manage the construction contract.

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount of $934,963 for this project, representing 10% of the construction contract cost, which staff is seeking the City Council to authorize.

FISCAL IMPACT

The TEHF is an approved project in the City's Capital Improvement Plan and sufficient funds are available in the project for the contract with Quiring General, LLC. The current project budget is as follows:

Funding Source	**Budget**	**Expenses**	**Balance**
American Rescue Plan Act - City of Tracy	$ 4,500,000	$ 4,229,546	$ 270,454
San Joaquin County (ARPA) R1	$ 3,661,113	$ 3,661,113	$ -
San Joaquin County (ARPA) R2	$ 7,167,798	$ -	$ 7,167,798
HHAP	$ 329,240	$ 329,240	$ -
HHAP R2	$ 414,042	$ 414,042	$ -
Federal Grant	$ 3,000,000	$ -	$ 3,000,000
CDBG (4 Grants)	$ 1,185,461	$ 836,294	$ 349,167
Housing Asset Funds	$ 690,000	$ 101,979	$ 588,021
Current Budget	$ 20,947,654	$ 9,572,214	$ 11,375,440

CEQA DETERMINATION AND NEPA

A Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. This action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary.

San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2021-2023 Strategic Priorities, Public Safety Strategy Plan, Goal No. 2, Implementation of the Adopted Homelessness Strategic Plan, Item No. 1, to secure capital funding to construct a Temporary Emergency Housing Facility.

ACTION REQUESTED OF THE COMMITTEE

The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) awarding a construction contract to Quiring General, LLC., Pleasanton, California, in the amount of $9,349,630 for construction of the Phase II Site Improvements of the Temporary Emergency Housing Facility Project, at 370 W. Arbor Avenue, and (2) authorizing the City Manager to approve change orders up to the contingency amount of $934,963, pursuant to Tracy Municipal Code Section 2.20.090(b).

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Kimberly Murdaugh, Interim Assistant City Manager
Sara Cowell, Director of Finance
Bijal M. Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A-Temporary Emergency Housing Facility Phase II Site Improvements Award of Construction Contract PowerPoint Presentation

Temporary Emergency Housing Facility Phase II Site Improvements Award of Construction Contract

Attachment A



Review of project progress

- Improvements Completed
- Work in Progress
- Phase II Construction Improvements

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Think Inside the Triangle™

Completed Improvements

Phase I - Demolition, Grading & Underground Utilities

- Removal of 1100 square foot building, 2500 tons, asphalt, recyclable metals, buried concrete, and other materials
- Installation of 1450 feet of 12” water pipe, 1000 feet of sewer pipe, and communications & data conduits



Phase III - Modular Buildings

Interim facility housing for 48 occupants, administration building, utilities, fire systems, temporary access road & parking, & site fencing



Phase IV - Custom Containers

Individual housing for 38 occupants, utilities, fire sprinkler & alarm systems, temporary restrooms & showers, temporary fencing



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Improvements in Progress

- Sewer Lift Station - construction scheduled to begin in June and be completed about 10/31/2024

- Power Supply Installation - construction anticipated to begin in July and be complete about 9/30/2024
  - PG&E Activation approximately 2 months after final PG&E inspection

- Acquisition of Electrical Equipment - scheduled to arrive by 7/30/2024

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Phase II Site Improvements

The Sprung Structure



- 3 Dormitories for 68 Occupants
- Navigation Center Services
- Operations Offices
- Day Room Area
- 2 Accessible Restrooms
- Staff break room
- Interior Storage



Restroom Complex





Foundations, Utilities and Installation of 10 premanufactured restroom, shower, laundry and mechanical room containers featuring:

- Individual Showers - 12 accessible and 8 standard
- Individual Restrooms - 4 Accessible and 8 standard
- Laundry room with 6 washers and 10 dryers
- Mechanical room with three 125-gallon capacity hot water heaters & maintenance area with mop sink

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Site Fencing and Gates

Decorative Entrance Fencing – 144 linear feet

Powered Rolling Entrance Gate and Pedestrian Entrance Gate with automated control systems





Site Perimeter Fencing – 3400 linear feet

8’ Black Chain Link Fence

1600 feet of privacy slat fence along the west side of the project & railroad tracks

Sidewalks and Pavement

Accessible Sidewalks

22,000 square feet of accessible sidewalks connecting all areas of the facility (Equivalent to 1.25 miles of sidewalk)

Asphalt Concrete Pavement

64,000 square feet of asphalt pavement including, 2300 linear feet of 20’ wide access roads to meet fire codes, 64 Parking stalls (9 ADA), 3 Motorcycle stalls





Decorative Permeable Pavers

530 square feet of decorative permeable pavers for storm water treatment and interest in the north plaza

Additional Phase II work includes:

22 Street Lights

36 Pedestrian Walk Lights

Landscaping & Irrigation

Storm Water Treatment

Hydromodification control structure and drainage system outfall

Covered Trash Enclosure Structure

Data & Communications systems infrastructure

Kitchen Foundation & Grease Trap

40’ storage container with 3 roll up doors

20’ storage containers adjacent to the Sprung building (3)

Preparation for repurposed administration modular



Staff recommends that the Tracy Homelessness Advisory Committee recommends that the City Council award a construction contract to Quiring General, LLC., of Pleasanton, California, in the amount of $9,349,630 for construction of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project, CIP 71112, at 370 W. Arbor Avenue, and authorize the City Manager to approve change orders up to the contingency amount of $934,963, pursuant to Tracy Municipal Code Section 2.20.090(b).

Staff is available to answer questions.

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APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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(1) AWARDING A CONSTRUCTION CONTRACT TO QUIRING GENERAL, LLC. OF PLEASANTON, CALIFORNIA, IN THE AMOUNT OF $9,349,630 FOR THE PHASE II SITE IMPROVEMENT OF THE TEMPORARY EMERGENCY HOUSING FACILITY (TEHF), AND (2) AUTHORIZING THE CITY MANAGER TO APPROVE CONSTRUCTION CONTRACT CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $934,963, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(b)

WHEREAS, on March 10, 2020, City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, on September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, Phase I of the Project, which included demolition of the existing structures, site and preparation, and underground utilities, began in May of 2022 and was substantially complete by December of 2022; and

WHEREAS, the Phase III Interim Project facility was opened in December of 2022, housing up to 48 individuals in leased modular structures; and

WHEREAS, the proposed Phase II project construction had plans for permanent power supply, but it was postponed due to the costs related to expediating the completion of the Interim Project preparation; portable generators were leased to provide power for the site until equipment for a permanent power supply could be installed; and

WHEREAS, on July 5, 2023, City Council authorized the purchase of eight (8) custom container dormitories under Resolution 2023-140, to be installed as part of the Phase IV to provide additional interim shelter facility improvements; and

WHEREAS, The Phase IV - facility was opened in December of 2023, providing housing for an additional 38 individuals; and

WHEREAS, both Phase III and Phase IV interim housing facilities are now being powered by four (4) portable generators, consisting of two (2) primary generators and two (2) backup generators, required by South San Joaquin County Fire to maintain power to the Fire Alarm Monitoring System; fuel costs have increased due to the higher demand of the additional facilities and residents; and

WHEREAS, in April 2023, staff issued a Notice Inviting Bidders for two permanent power supply construction contracts, separately from the facility site improvements, to expedite the procurement and installation of the electrical equipment that has a thirty-seven (37) week lead time; and

WHEREAS, in May 2023, two bids were received, and the contract was awarded to the lowest qualified bidder, which was DV Electric, Inc. for both power supply projects by the City Council on July 5, 2023; and

WHEREAS, the contract was rescinded due to the contractor's non-responsiveness and failure to submit correctly completed construction contract documents as required; all bids for these power supply projects were rejected on January 16, 2024, and the City Council authorized the readvertisement of the work, pursuant to Resolution 2024-004; and

WHEREAS, on April 2, 2024, pursuant to Resolution 2024-047, City Council approved an Agreement with Nelco Electric, Inc. for the direct purchase of the power supply equipment, including switchgear and panel boards, for the permanent power supplies to be installed at the TEHF; and

WHEREAS, on May 21, 2024, pursuant to Resolution 2024-068, City Council awarded a construction contract to Bockmon & Woody Electric Company, Inc. for the installation of the permanent power for the permanent power supplies to be installed at the TEHF; and

WHEREAS, on April 15, 2024, Staff prepared the plans, specifications and bid documents for the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project, CIP 71112, for competitive bids; bids were received and publicly opened on May 7, 2024 at 2:00 p.m., and resulted in the following base bids:

(1) Quiring General, LLC. $8,808,993.43
(2) Diede Construction, Inc. $ 9,054,475.00
(3) Bobo Construction, Inc. $ 11,817,656.56 ; and

WHEREAS, the bid documents included four (4) schedules: Base Bid, Additive Bid Item No. 1 (ABI-1) Landscaping, Additive Bid Item No. 2 (ABI-2) Bike & Pet Enclosures and Additive Bid Item No. 3 (ABI-3) Shade Structures; the Base Bid amount was used to determine the lowest bidder and Quiring General, LLC. was determined to be the lowest responsible bidder; and

WHEREAS, adequate funding is available in the project to fund the construction of both the Base Bid and Additive Bid Item No. 1 Landscaping; and

WHEREAS, the estimated total budget for this project is $10,784,593, including the contract amount of $9,349,630.43 for Quiring General, LLC., including the Base Bid and ABI-1 schedules, the contingency of $934,963.04 and an additional estimated City overhead, construction management and design support cost of $500,000; and

WHEREAS, the total project cost amount has been previously appropriated and fully funded pursuant to City Council's approval of the Temporary Emergency Housing Facility, CIP 71112, which is an approved project in the City's Capital Improvement Plan; sufficient funds are available in the CIP for the current project budget; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on June 20, 2024 and recommended that the City Council adopt the proposed Resolution; and

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations; and be it further

RESOLVED: That the City Council hereby awards a construction contract to Quiring General, LLC., of Pleasanton, California in the amount of $9,349,630 for the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project, CIP 71112; and be it further

RESOLVED: That the City Council hereby authorizes the City Manager to approve construction contract change orders up to the contingency amount of $934,963, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on July 2, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 2, 2024

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the City of Tracy's commitment to participate in the governance and operation of the San Joaquin Regional Housing Fund.

EXECUTIVE SUMMARY

This agenda item seeks an approval for the City of Tracy to participate in a regional housing fund implemented by San Joaquin Council of Governments (SJCOG). In October 2023, the SJCOG Board of Directors approved the creation of a 501(c)(3) non-profit corporation to implement a regional housing trust fund and to develop and submit required documents to the appropriate state and federal agencies. Now known as the San Joaquin Regional Housing Fund Inc., this regional entity is intended to be a tool to accelerate housing production, boost current local housing activities, and leverage other state and federal funding opportunities.

Two actions are needed in the short term to keep the trust fund project moving forward. The first is to request that each member agency adopt a resolution committing to participate in the governance and operation of the San Joaquin Regional Housing Fund. Secondly, SJCOG is developing a cooperative agreement for member agencies to identify short-term funding contributions eligible to be used as the required local match for the California Department of Housing and Community Development (HCD) grant and memorialize those through executed agreements prior to submission of the upcoming HCD Local Housing Trust Fund (LHTF) matching grant application.

Tonight's action is a first step in this process.

BACKGROUND AND ANALYSIS

In 2021, SJCOG received a Regional Early Action Planning (REAP) 1.0 grant which funded planning activities to lead to more housing construction in San Joaquin County. SJCOG staff developed four priorities for the REAP 1.0 program after extensive discussions with local jurisdictions and stakeholders. One of the priorities identified was the exploration of a regional housing fund (RHF). The RHF could support the construction or preservation of affordable housing by providing investment products such as grants, low-interest loans, and credit guarantees.

REAP 2.0 builds on the success of 2019's REAP program (REAP 1.0) but expands the focus by integrating housing and climate goals and allowing for broader planning and implementation investments, including infrastructure that supports future housing development. REAP 2.0 activities must meet multiple state objectives by prioritizing infill development, providing housing for people of all incomes, placing housing in locations with good transportation options to reduce the need to drive, affirmatively furthering fair housing, and accelerating the implementation of existing regional and local plans to achieve these goals.

After extensive discussions with local jurisdictions and stakeholders, SJCOG staff developed four regional housing priorities for its REAP 2.0 program framework. SJCOG is required by HCD

to develop regional housing priorities to qualify to receive REAP funds. One of these priorities is the establishment of a regional housing trust fund (RHTF). REAP 2.0 funds will be utilized to advance recommendations from SJCOG's RHTF Feasibility Study. Of the total, $1 million will be used as "seed" money and/or administrative set-up for the RHTF, depending on the type and amount of philanthropic resources received.

As a reminder, housing funds (HFs) are usually not the primary funding source for affordable housing. Instead, HFs often offer "gap financing" to fill the void between housing costs and available financing. HTF's can offer a flexible form of financing that can be used in a wide range of investment approaches. HF financing investments include grants, low interest loans and credit guarantees. Affordable housing projects that are supported by these investments include new construction, preservation of existing housing, homeless shelters, and permanent supportive housing. Commitment of local resources can often result in making the region more attractive to other potential funders, thereby multiplying the effectives of the local dollars over and above the actual investment.

On March 1, 2024, the Housing and Community Development (HCD) agency awarded $10,412,514.62 in grant funds through the San Joaquin Council of Governments to the various members, marking a significant milestone in our regional housing efforts.

CEQA DETERMINATION

The proposed participation and governance of the San Joaquin Regional Housing Fund is not a project under the California Environmental Quality Act. Subsequent housing projects would need to complete environmental review. Pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that participating in the governance and operation of the San Joaquin Regional Housing Fund will have an effect on the environment.

FISCAL IMPACT

SJCOG has committed up to $1 million in REAP 2.0 grant funding as short-term "seed" money and has tentative philanthropic resources to either use for administrative set-up or as additional matching funding. SJCOG has also identified a state grant opportunity that would match dollar for dollar (up to $5 million) any funding that SJCOG and its jurisdictions or other partners commit to the trust fund. The grant application was submitted to the state in April 2024. The governance structure and administrative framework of the fund would need to be in place, along with commitments of funding from participating agencies, prior to applying for the matching grant funds. If the matching grant funds are received, committed funds from each partner would then be deposited with the trust fund. Committed funds would come as an annual deposit over five years.

In addition to providing an inventory of funding sources, the financial feasibility analysis provides a short-term and longer-term strategy to launch the RHTF and sustain its growth. The longer-term strategy is to find a dependable, on-going source of funding while seeking "champions" for the RHTF program. These efforts would occur while the first demonstration projects are being completed.

STRATEGIC PRIORITY

This agenda item is related to a City Council Strategic Priority – Quality of Life – Goal #4 – Facilitate the development of affordable housing via affordable housing-focused policies and incentives. Pursue, encourage and incentivize non-profit affordable housing developers to build in Tracy.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving the City of Tracy's commitment to participate in the governance and operation of the San Joaquin Regional Housing Fund.

Prepared By: Craig Hoffman, Senior Planner

Reviewed by: Scott Claar, Interim Assistant Director of Community and Economic Development
Forrest Ebbs, Director of Community and Economic Development
Sara Cowell, Director of Finance
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING THE CITY OF TRACY'S COMMITMENT TO PARTICIPATE IN THE SAN JOAQUIN REGIONAL HOUSING FUND

WHEREAS, on October 26, 2023, the San Joaquin Council of Governments (SJCOG) authorized SJCOG staff to form a non-profit public benefit corporation as an eligible regional housing trust fund applicant for available funding and matching grants to expand sources of funding for housing as described in the Guidelines adopted by the California Department of Housing and Community Development in accordance with California Health and Safety Code sections 50842.1 et seq.; and

WHEREAS, the San Joaquin Regional Housing Fund ("Fund") was formed and established in March 2024; and

WHEREAS, the Fund's Board of Directors will be the SJCOG Board of Directors, and will carry out the responsibility for the Fund's governance and administration of the funds allocated and establishing necessary procedures to fulfill the Fund's purpose; and

WHEREAS, the specific purpose of the Fund shall be to provide planning, financing, and other services to increase housing opportunities for extremely low-, very low-, low- and moderate-income households (including individuals experiencing homelessness) to obtain decent, safe, and sanitary affordable rental and ownership housing throughout San Joaquin County, California; and

WHEREAS, the Fund intends to fulfill its purpose through collaboration with local municipal, county and other jurisdictions, as well as the private and philanthropic sectors (collectively referred to as Collaborators); and

WHEREAS, Collaborators and the Fund will assist in the provision of such planning, services and financing, leveraging and participating in local, state, federal, and private financing programs that assist extremely low-, very low-, low- and moderate-income households (including individuals experiencing homelessness) in obtaining such affordable housing; and

WHEREAS, the Fund intends to also engage in other charitable and educational activities associated with this goal as allowed by law; and

WHEREAS, SJCOG and participating member agencies will conduct planning and implementation activities that will accelerate housing production and housing-related initiatives; and

WHEREAS, SJCOG and participating member agencies, will conduct planning and implementation activities that will accelerate housing production and housing-related initiatives; and now therefore be it

RESOLVED: That the City Council of the City of Tracy commits that the City of Tracy will participate in the San Joaquin Regional Housing Fund; and be it

FURTHER RESOLVED: The City Council agrees that any participation in any application made by the San Joaquin Regional Housing Fund for available funds will be in a manner consistent with the relevant funding source requirements, public or private, the most current Guidelines adopted by the California Department of Housing and Community Development, when applicable, and San Joaquin Regional Housing Fund requirements; and be it

FURTHER RESOLVED: That the City of Tracy commits to providing documentation for completed projects that were funded in cooperation with the San Joaquin Housing Fund and other deliverables in a manner consistent with the California Department of Housing and Community Development, or other applicable fund source, and San Joaquin Regional Housing Fund requirements, and be it

FURTHER RESOLVED: That the City of Tracy agrees that prior to participating in any funding or project in coordination with the San Joaquin Regional Housing Fund that the City of Tracy's legislative body shall consider for approval a cooperative agreement between the San Joaquin Regional Housing Fund and City of Tracy.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 2nd day of July 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 2, 2024

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: authorizing the execution of a modified gross lease between the City of Tracy and Tracy Office Plaza, LLC, for the lease of Suites B1 and B2 at 324 East 11th Street, with an initial term of three years, an administrative option to extend for two one-year terms, with a monthly base rent of $3,675.60, adjusted each year by 2.5%.

EXECUTIVE SUMMARY

This agenda item seeks an approval of a lease agreement between City of Tracy and Tracy Office Plaza, LLC (Landlord) to allow the City to rent spaces to serve as temporary location for Parks, Recreation and Community Services Department. This action is requested to accommodate a shortage in space due to increased staffing levels of the Community and Economic Development Department (CED). To get additional needed space, staff is proposing temporary relocation of the Parks, Recreation, and Community Services Departments

BACKGROUND AND LEGISLATIVE HISTORY

City Hall has been a temporary location for Parks, Recreation, and Community Services Department staff. Community and Economic Development Department (CED) has increased staffing levels, requiring additional office space at City Hall. CED also anticipates growth in the future. To overcome this need, staff is proposing the relocation of the Parks, Recreation, and Community Services Department staff to a temporary location during the construction of the Multi-Generational Recreation Facility. This will help create the necessary office space at City Hall to accommodate CED's hiring needs while providing for the Parks, Recreation, and Community Services Department to continue to operate and serve the community without any interruption in service levels.

CED staff searched available properties that met the Parks, Recreation, and Community Services Department's office space requirements. Suites B1 and B2 at 324 East 11th Street, consisting of ±2,042 square feet of office space, were identified as preferred locations given their proximity to City Hall.

This agreement not only provides a temporary solution but also ensures a smooth transition for the Parks, Recreation, and Community Services Department.

ANALYSIS

CED staff directly negotiated the proposed modified gross lease with Tracy Office Plaza, LLC, without the use of an outside broker. The terms for the lease of Suites B1 and B2 at 324 East 11th Street, consisting of ±2,042 square feet of office space, are as follows:

Term: an initial term of three years with an administrative option to renew for two one-year terms

Rent: a monthly rent of $3,675.60, adjusted each year by 2.5%

CED staff reviewed a CoStar Group report providing recent lease agreements comparable in the Tracy/Manteca submarket area to assess the proposed lease rate's competitiveness. Costar Group is the leading commercial real estate data provider throughout the United States.

According to the report, the average gross asking rent per square foot in the submarket is $22.58 per year, and the average gross starting rent is $21.16 per year, making the negotiated rate competitive at $21.60 per year.

Common Area Maintenance (CAM) Expenses: The only CAM charges that will be passed onto the City will be monthly electrical bills, which are initially anticipated to be $0.28 per square foot. This charge will be adjusted yearly, based on rates set by Pacific Gas & Electric.

Right of First Refusal: City has a 30 day right of first refusal to lease any space adjacent to the leased area upon each occasion of its availability. This negotiated term further assists the City with its need for additional office space. It provides long-term opportunities for other departments to utilize the space as they continue to grow and require additional space.

Improvements: As the two suites are currently separate, the Landlord has agreed to modify an interior wall to create a passageway between the two suites. The Landlord has also agreed to paint both suites. The foregoing work must be completed prior to Lease commencement. The City does not anticipate doing any improvements to the premises.

A draft of the proposed lease is attached as Attachment A. This draft will be modified and finalized upon City Council authorization requested in this agenda item.

FISCAL IMPACT

The five-year agreement will cost $266,147.64, as shown in the table below. This includes the 2.5% annual increase and monthly utility amount in the total cost figure.

Five-Year Lease Agreement Cost			
Lease Year	**Monthly Rental Amount**	**Monthly Utility Amount**	**Yearly Rental and Utility Amount**
1	$3,675.60	$571.76	$50,968.32
2	$3,767.49	$571.76	$52,071.00
3	$3,861.68	$571.76	$53,201.28
4	$3,958.22	$571.76	$54,359.76
5	$4,057.18	$571.76	$55,547.28
		Total Cost:	**$266,147.64**

.

Funding in the amount of $100,000 has been established from the General Fund for year one of the lease to cover rent, utilities, and one-time set up costs such as furniture or technology.

PUBLIC OUTREACH / INTEREST

This is an operational item for the Parks, Recreation, and Community Services Department. No public outreach was conducted.

COORDINATION

The proposed lease involved coordination among multiple city departments including CED, Parks, Recreation, and Community Services, Finance, Public Works, and Innovation and Technology.

CEQA DETERMINATION

This action is exempt from the California Environmental Quality Act under Section 15301 (Existing Facilities) of the California Code of Regulations.

STRATEGIC PLAN

A City strategic priority specifically identified in the Economic Development Strategic Plan is strengthening organizational capacity in the Economic Development Division. This agenda item aligns with this priority by enabling the division to grow with sufficient office space at City Hall so that staff can better serve the community, thereby improving the City's economy and quality of life.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution: authorizing the execution of a modified gross lease between the City of Tracy and Tracy Office Plaza, LLC, for the lease of Suites B1 and B2 at 324 East 11th Street, with an initial term of three years, an administrative option to extend for two one-year terms, with a monthly base rent of $3,675.60, adjusted each year by 2.5%.

Prepared by: America Foy, Real Property Agent
Jorge T. Barrera, J.D., Economic Development Manager

Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Jolene Jauregui, Interim Director of Parks, Recreation, and Community Services
Brian MacDonald, Interim Director of Public Works
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachment A: Draft Lease

AIRCRE contracts

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only July 1, 2024, is made by and between Tracy Office Plaza, LLC ("**Lessor**") and City of Tracy ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 324 East 11th Street Suite B1 and B2, Tracy, CA 95376 ("**Premises**"). The Premises are located in the County of San Joaquin and generally described as (describe briefly the nature of the Premises and the "Project"): A one-story multi-tenant office building. Suite B1 and B2 (first floor) for a total of +/- 2,042 square feet. Also, commonly known as Tracy Office Plaza. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** N/A unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** Three (3) years and Zero (0) months ("**Original Term**") commencing August 1, 2024 ("**Commencement Date**") and ending July 31, 2027 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession.** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $3,675.60 per month ("**Base Rent**"), payable on the First day of each month commencing See Addendum. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 54-56.

1.6 **Lessee's Share of Common Area Operating Expenses:** $0.28 a foot adjusted yearly based on average PG&E electric KWH rate increase or decrease percent (_____ %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $3,675.60 for the period August 1, 2024 - July 31, 2026.

(b) **Common Area Operating Expenses:** The current estimate for the period _____ is _____.

(c) **Security Deposit:** $3,675.60 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for _____.

(e) **Total Due Upon Execution of this Lease:** $7,351.20.

1.8 **Agreed Use:** Professional Office. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation.** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("**Agent(s)**"):

Lessor's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 56;

☐ a site plan depicting the Premises;

☐ a site plan depicting the Project;

☐ a current set of the Rules and Regulations for the Project;

☐ a current set of the Rules and Regulations adopted by the owners' association;

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☐ a Work Letter;

☐ other (specify): _____ .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) Lessee has been given an opportunity to inspect and measure the Premises; (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises; and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

_____ _____

_____ _____

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2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as "**Common Area Operating Expenses**":

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph

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(e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3, provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, or fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any late charges and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or

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causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i)

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any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 months' Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on

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the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premium Increases.**

(a) As used herein, the term "**Insurance Cost Increase**" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The "**Base Premium**" shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other

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buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase Lessor's liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

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(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "**Commence**" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions.**

(a) "**Real Property Taxes**." As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project; (ii) a change in the improvements thereon; and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) "**Base Real Property Taxes**." As used herein, the term "**Base Real Property Taxes**" shall be the amount of Real Property Taxes, which are assessed against the Project, during the entire calendar year in which the Lease is executed.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

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10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease

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unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due; (ii) to provide reasonable evidence of insurance or surety bond; or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount

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necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or

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operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was

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received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) *Confidential Information.* Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

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30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

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38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☐ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

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arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:
Tracy Office Plaza, LLC

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____

_____
INITIALS

Executed at: _____
On: _____

By LESSEE:
City of Tracy

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____

_____
INITIALS

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Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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_____ _____
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_____ _____
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ADDENDUM TO LEASE

Date: July 1, 2024
By and Between
Lessor: Tracy Office Plaza, LLC
Lessee: City of Tracy
Property Address: 324 East 11th Street Suite B1 and B2, Tracy, CA 95376
(street address, city, state, zip)

Paragraph: 50-56

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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50) GROSS RENT INCREASE: Gross Rent shall increase 2.5% each year throughout the life of the lease including two each one year extension periods.

YEAR	SQUARE FEET	RATE INCREASE %	MONTHLY RENT
1	2042	2.5	$3,675.60
2	2042	2.5	$3,767.49
3	2042	2.5	$3,861.68
4	2042	2.5	$3,958.21
5	2042	2.5	$4,057.17

51) HEAT/AC, ELECTRICITY: Payable by Tenant upon Landlord's billing (currently quoted as $0.28 per square feet with possible adjustments from rate increases) $0.28 a foot adjusted yearly based on average PG&E electric KWH rate increase or decrease.

52) PARKING: No dedicated parking.

53) ASSIGNMENT / SUBLEASE: Tenant shall have the right to assign this Lease and sublease a portion of the Premises during the Lease Term and any extension periods with Landlord's consent, which consent shall not be unreasonably conditioned, withheld, or delayed, and all extension options and the terms and conditions applicable thereto shall be fully assignable as written.

54) RIGHT OF FIRST REFUSAL Tenant shall have a right of first refusal to lease, for the remainder of the Term and any extensions or renewals thereof, any space adjacent to the Premises upon each occasion of its availability. Limited to a thirty (30) day notice on availability.

55) Insurance: Lessee is required by their lease to carry Liability Insurance with limits of $1,000,000 per occurrence and $2,000,000 aggregate. Lessee is also required to provide a Certificate of Insurance showing Tracy Office Plaza, LLC, and BLR Commercial Real Estate Inc., named as additional insured and the Certificate should be accompanied by a schedule of liability coverage. The Certificate of Insurance is due upon execution of lease and each year a renewal Certificate should be sent to BLR Commercial Real Estate, 2291 West March Lane Suite B-215, Stockton, CA 95207. Failure

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to provide proof of Insurance will result in a fee. The fee is calculated at 10% of the Base Rent and will be charged each month until proof of Insurance is provided.

56). Restroom Use: Lessor shall provide Lessee with a key to the building restrooms which are located in the common area hallway. Said restrooms are for the exclusive use of the building's tenants and their clients, and are not available for public use.

LESSOR: Tracy Office Plaza, LLC

By:_____ Date:_____
Mike Black, Managing Member

LESSEE: City of Tracy

By:_____ Date:_____

By:_____ Date:_____

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-____

AUTHORIZING THE EXECUTION OF A MODIFIED GROSS LEASE BETWEEN THE CITY OF TRACY AND TRACY OFFICE PLAZA, LLC, FOR THE LEASE OF SUITES B1 AND B2 AT 324 EAST 11TH STREET, WITH AN INITIAL TERM OF THREE YEARS, AN ADMINISTRATIVE OPTION TO EXTEND FOR TWO ONE-YEAR TERMS, AND A MONTHLY BASE RENT OF $3,675.60, ADJUSTED EACH YEAR BY 2.5%.

WHEREAS, additional office space is necessary at City Hall due to increasing staffing levels of the Community and Economic Development Department (CED); and

WHEREAS, City Hall has been a temporary location for the Parks, Recreation, and Community Services Department staff; and

WHEREAS, to overcome the space constraints at City Hall, staff is proposing the relocation of the Parks, Recreation, and Community Services Department staff to a temporary location; and

WHEREAS, staff searched available properties that met the Parks, Recreation, and Community Services Department's office space requirements and identified a Suites B1 and B2 at 324 East 11th Street, consisting of ±2,042 square feet of office space, and owned by Tracy Office Plaza, LLC (Landlord); and

WHEREAS, the relocation of the Parks, Recreation, and Community Services Department staff to Suites B1 and B2 at 324 East 11th Street offers a viable solution to the need for additional space at City Hall to accommodate CED's increase in staffing levels; and

WHEREAS, the proposed lease for Suites B1 and B2 at 324 East 11th Street as the following key terms:

Term: an initial term of three years with an administrative option to extend for two one-year terms;

Rent: a monthly rent of $3,675.60, adjusted each year by 2.5%;

Common Area Maintenance (CAM) Expenses: Monthly electrical charges at $0.28 per square foot, adjusted yearly, based on rates set by Pacific Gas & Electric. No other CAM expenses to be passed to the City; and

Right of First Refusal: A 30 day right of first refusal to lease any space adjacent to the leased area upon each occasion of its availability; and

Improvements: Landlord's modification of an interior wall to create a passageway between the two suites; and

WHEREAS, the cost of the proposed lease, if extended to five years, is $266,147.64, including monthly utility costs; and

WHEREAS, the funding for the proposed lease will be provided through the General Fund and administered through the Parks, Recreation, and Community Services Department budget; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy does hereby authorize the execution of a lease between the City of Tracy and Tracy Office, LLC, for the lease of Suites B1 and B2 at 324 11th Street, on the terms set forth in this Resolution, and substantially in the form set forth in Exhibit 1; and be it

FURTHER RESOLVED: That the final form of the lease shall be in a form approved by the City Attorney and shall incorporate the key terms identified in this Resolution; and be it

FURTHER RESOLVED: That this action is exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the California Code of Regulations.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on July 2, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1 – Proposed Lease Agreement with Tracy Office Plaza, LLC

AIRCRE contracts

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only July 1, 2024, is made by and between Tracy Office Plaza, LLC ("**Lessor**") and City of Tracy ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 324 East 11th Street Suite B1 and B2, Tracy, CA 95376 ("**Premises**"). The Premises are located in the County of San Joaquin and generally described as (describe briefly the nature of the Premises and the "Project"): A one-story multi-tenant office building. Suite B1 and B2 (first floor) for a total of +/- 2,042 square feet. Also, commonly known as Tracy Office Plaza. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** N/A unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** Three (3) years and Zero (0) months ("**Original Term**") commencing August 1, 2024 ("**Commencement Date**") and ending July 31, 2027 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession.** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $3,675.60 per month ("**Base Rent**"), payable on the First day of each month commencing See Addendum. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 54-56.

1.6 **Lessee's Share of Common Area Operating Expenses:** $0.28 a foot adjusted yearly based on average PG&E electric KWH rate increase or decrease percent (_____ %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $3,675.60 for the period August 1, 2024 - July 31, 2026.

(b) **Common Area Operating Expenses:** The current estimate for the period _____ is _____.

(c) **Security Deposit:** $3,675.60 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for _____.

(e) **Total Due Upon Execution of this Lease:** $7,351.20.

1.8 **Agreed Use:** Professional Office. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation.** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("**Agent(s)**"):

Lessor's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 56;

☐ a site plan depicting the Premises;

☐ a site plan depicting the Project;

☐ a current set of the Rules and Regulations for the Project;

☐ a current set of the Rules and Regulations adopted by the owners' association;

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_____ _____

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☐ a Work Letter;

☐ other (specify): _____ .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) Lessee has been given an opportunity to inspect and measure the Premises; (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises; and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

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2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as "**Common Area Operating Expenses**":

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph

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(e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3, provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, or fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any late charges and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or

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causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i)

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any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 months' Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on

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the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premium Increases.**

(a) As used herein, the term "**Insurance Cost Increase**" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The "**Base Premium**" shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other

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buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase Lessor's liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

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(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "**Commence**" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions.**

(a) "**Real Property Taxes**." As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project; (ii) a change in the improvements thereon; and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) "**Base Real Property Taxes**." As used herein, the term "**Base Real Property Taxes**" shall be the amount of Real Property Taxes, which are assessed against the Project, during the entire calendar year in which the Lease is executed.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

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10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease

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unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due; (ii) to provide reasonable evidence of insurance or surety bond; or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount

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necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or

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operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was

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received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) *Confidential Information.* Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

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30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

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38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☐ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

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arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:
Tracy Office Plaza, LLC

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____

_____
INITIALS

Executed at: _____
On: _____

By LESSEE:
City of Tracy

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____

_____
INITIALS

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Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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ADDENDUM TO LEASE

Date: July 1, 2024
By and Between
Lessor: Tracy Office Plaza, LLC
Lessee: City of Tracy
Property Address: 324 East 11th Street Suite B1 and B2, Tracy, CA 95376
(street address, city, state, zip)

Paragraph: 50-56

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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50) GROSS RENT INCREASE: Gross Rent shall increase 2.5% each year throughout the life of the lease including two each one year extension periods.

YEAR	SQUARE FEET	RATE INCREASE %	MONTHLY RENT
1	2042	2.5	$3,675.60
2	2042	2.5	$3,767.49
3	2042	2.5	$3,861.68
4	2042	2.5	$3,958.21
5	2042	2.5	$4,057.17

51) HEAT/AC, ELECTRICITY: Payable by Tenant upon Landlord's billing (currently quoted as $0.28 per square feet with possible adjustments from rate increases) $0.28 a foot adjusted yearly based on average PG&E electric KWH rate increase or decrease.

52) PARKING: No dedicated parking.

53) ASSIGNMENT / SUBLEASE: Tenant shall have the right to assign this Lease and sublease a portion of the Premises during the Lease Term and any extension periods with Landlord's consent, which consent shall not be unreasonably conditioned, withheld, or delayed, and all extension options and the terms and conditions applicable thereto shall be fully assignable as written.

54) RIGHT OF FIRST REFUSAL Tenant shall have a right of first refusal to lease, for the remainder of the Term and any extensions or renewals thereof, any space adjacent to the Premises upon each occasion of its availability. Limited to a thirty (30) day notice on availability.

55) Insurance: Lessee is required by their lease to carry Liability Insurance with limits of $1,000,000 per occurrence and $2,000,000 aggregate. Lessee is also required to provide a Certificate of Insurance showing Tracy Office Plaza, LLC, and BLR Commercial Real Estate Inc., named as additional insured and the Certificate should be accompanied by a schedule of liability coverage. The Certificate of Insurance is due upon execution of lease and each year a renewal Certificate should be sent to BLR Commercial Real Estate, 2291 West March Lane Suite B-215, Stockton, CA 95207. Failure

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to provide proof of Insurance will result in a fee. The fee is calculated at 10% of the Base Rent and will be charged each month until proof of Insurance is provided.

56). Restroom Use: Lessor shall provide Lessee with a key to the building restrooms which are located in the common area hallway. Said restrooms are for the exclusive use of the building's tenants and their clients, and are not available for public use.

LESSOR: Tracy Office Plaza, LLC

By:_____ Date:_____
Mike Black, Managing Member

LESSEE: City of Tracy

By:_____ Date:_____

By:_____ Date:_____

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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_____ _____
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July 2, 2024

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving Amendment No. 1 to the Lease Agreement between the City of Tracy and Riya Enterprises, LLC (Lessee) for Fixed Base Operation Facilities at the Tracy Municipal Airport, to add lender protections in connection with a small business loan secured by Lessee using its business assets as collateral.

EXECUTIVE SUMMARY

This agenda item seeks approval of an amendment to the existing lease between the City of Tracy (City) and Riya Enterprises, LLC doing business as Skyview Aviation (Lessee), dated December 1, 2023 (Lease), pursuant to which Lessee is operating as a Specialized Aeronautical Services Operator at the Tracy Municipal Airport, a City-owned property. The proposed amendment will allow Lessee to secure a small business loan from Genisys Credit Union (Lender), using Lessee's business assets as collateral, without compromising the City's control over its property or the City's obligations to the Federal Aviation Administration (FAA). In the proposed amendment, the City agrees to provide notice to the Lender to allow it to cure any Lessee defaults, agrees to subordinate the City's liens only against identified moveable personal property of the Lessee (and not regulatory liens), and to allow Lender to remove Lessee's collateralized assets upon Lease termination in the event of default.

BACKGROUND AND LEGISLATIVE HISTORY

On December 5, 2023, per authority granted in Resolution 2023-235, the City and Lessee entered into the ten-year Lease, with a term commencing on December 1, 2023 and ending on November 30, 2033. The Lease allows for various aeronautical services to be provided at the airport through a third party, while at the same time providing needed revenue for the Airport Fund. Pursuant to the terms of the Lease, Lessee is operating as a Fix-Based-Operator (FBO) and is providing services such as: flight instruction school, maintenance and repair of aircraft, and aircraft sales. As the Tracy Municipal Airport has various encumbrances, including FAA restrictions, the Lease prohibits assignments without City consent and does not include any lender protection provisions. However, Lessee is securing a business loan from Lender, which is requiring certain lender protections to be included in the Lease.

ANALYSIS

Section 47 of the Lease (see Attachment A) prohibits the Lessee from using, as collateral for loan financing, any improvements, land, or property located on the Tracy Municipal Airport and owned by the City. This restriction ensures that the City's assets remain unencumbered by third-party claims, safeguards public property, and allows the City to fully comply with other requirements, such as FAA deed restrictions.

However, the Lessee is securing a small business loan from Lender to finance its business operations. Originally, the Lender was seeking that the City agree to an assignment of the leasehold interest and a subordination of the City's rights to the Lender's loan. After much discussion, the Lender has removed those requirements and has accepted, instead, standard lender protection language and a subordination of the City's rights to only Lessee's business assets, which the City has none in its capacity as lessor (the City will preserve any regulatory rights to lien such business assets). To facilitate the loan, staff is recommending to modify the existing Lease to add the following provisions:

1) Subordination of City's rights to any Lessee assets identified in a schedule of assets (which schedule City staff and Lessee have verified and agreed upon);
2) Requirement that the City provide Lender notice of any default and opportunity to cure on behalf of Lessee; and
3) Addition of Lender's right to terminate the Lease, in event of Lessee default, and remove the identified business assets.

The foregoing provisions protect the Lender's interests without compromising the City's control over its property or the City's obligations to the FAA and any other financial encumbrances that may exist. These additional provisions are documented in the proposed amendment (see Attachment B), of which staff recommends the City Council approve and authorize execution. The Lender and Lessee have already consummated the loan, but the execution of the proposed amendment is a "post-closing" requirement of the Lender. If the amendment is not executed, the loan would be revoked.

COORDINATION

The City Attorney's Office was instrumental in assisting staff with negotiating City-protective and market-standard provisions with the Lender. The City Attorney then also drafted a form of amendment that benefited both the City and Lessee and adequately satisfied the Lender, thus ensuring that the loan closing could occur.

FISCAL IMPACT

This amendment has no fiscal impact to the Airport Fund.

STRATEGIC PLAN

This agenda item supports the City's Quality of Life Strategic Priority to provide an outstanding quality of life by enhancing the City's amenities and services to promote positive change and progress in our community.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving Amendment No. 1 to the Lease Agreement between the City of Tracy and Riya Enterprises, LLC (Lessee) for Fixed Base Operation Facilities at the Tracy Municipal Airport, to add lender protections in connection with a small business loan secured by Lessee using its business assets as collateral.

Prepared by: Brian MacDonald, Interim Public Works Director

Reviewed by: Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

A – Lease Agreement with Riya Enterprises, LLC
B – Amendment No. 1 to Lease Agreement with Riya Enterprises, LLC

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LEASE BETWEEN THE CITY OF TRACY AND RIYA ENTERPRISE, LLC FOR FIXED BASE OPERATION FACILITIES

THIS LEASE is made and entered into this 1st day of December 2023 by and between the City of Tracy ("Lessor"), a municipal corporation, and Riya Enterprise, LLC ("Lessee"), a Limited Liability Company.

RECITALS

WHEREAS, Lessor acquired the real property located at 5749 South Tracy Blvd., Tracy, CA ("Property"), and commonly known as the Tracy Municipal Airport ("Airport"), from the United States Government pursuant to the powers granted in the United States Surplus Property Act of 1944, as amended ("Act"), through a grant deed dated May 6,1947; and

WHEREAS, said grant deed conveyed to Lessor fee title to the Property, subject to various deed restrictions and encumbrances, one of which is that the Property may be used for "public airport purposes only"; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the Property through a long-term lease, to operate a fixed base operation facility and to provide aeronautical services to Airport users and the general public; and

WHEREAS, Lessor has determined that Lessee has the capacity to operate such facilities and provide such services, which will benefit the aeronautic public in and around the City; and

WHEREAS, a long-term lease of public land is considered a "disposition" under the California Surplus Land Act (Government Code 54220 et seq.), but not under the Tracy Municipal Code ("Code"); and

WHEREAS, pursuant to the authority granted in Resolution 2022-140, Lessor has declared the entire Property "exempt surplus property" pursuant to Government Code Section 54221(G) of the California Surplus Land Act, which provides that exempt surplus land includes land that is subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site; and

WHEREAS, pursuant to Section 2.20.280(a) of the Tracy Municipal Code, the City Council may authorize the execution of leases with terms up to 55 years, unless the provisions of Government Code 37380 are followed; and

WHEREAS, pursuant to Resolution 2022-140, the City Council authorized the execution of this Lease, as it is consistent with the recorded deed restrictions, on the terms and conditions set forth in this Lease;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **RECITALS.** The parties agree that the foregoing Recitals are factually accurate and hereby incorporated as terms of this Lease.

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **RECITALS.** The parties agree that the foregoing Recitals are factually accurate and hereby incorporated as terms of this Lease.

2. **DEFINITIONS:** In addition to the capitalized terms defined in this Lease, the following terms shall have the following meanings:

   A. Aircraft: An airplane, helicopter, or other machine capable of flight

   B. Airport Manager: An employee of Lessor responsible for supervising the operations of the Airport

   C. Apron Area: Paved area of the Airport designated by the Airport for the loading and unloading of passengers, or the servicing, fueling, or parking of Aircraft

   D. Aviation Fuel: Specialized fuels used to power Aircraft

   E. Commercial Aeronautical Activity: Any activity that relates to the operation of Aircraft with the purpose of securing compensation; shall not include any activity that does not serve an aeronautical purpose

   F. FAA: The Federal Aviation Administration

   G. Fixed Based Operation or FBO: A major airport aviation business granted the privilege of providing a wide range of aviation related sales and services to the general aviation public, as well as the obligation to provide a number of basic services necessary to support general aviation aircraft users

   H. Flight Instruction School: Facility through which pilot training is provided to the general public, currently known as Skyview Aviation

   I. Public Restroom: the restroom owned by Lessor, located on the Property, as shown on Exhibit B

   J. Tie-Down: A clearly marked and paved area suitable for the parking of single Aircraft where suitable tie-down points to secure such Aircraft have been located

3. **PREMISES/MINIMUM USES:**

   A. Premises. Lessor hereby leases to Lessee, for exclusive use and control, that portion of the Property shown in Exhibit C (referred to as the "Hangar Area") and that portion of the Property shown Exhibit D (referred to as the "Apron Area"), attached hereto (the Hangar Area and the Apron Area shall be referred to, collectively, as the "Premises"). The Hangar Area is improved with paved surface areas and a hangar building that has restrooms, office space, HVAC, and requisite utilities. In addition to the lease of the Premises and use of the existing improvements, Lessee shall have the foregoing rights, on behalf of itself, its employees and invitees:

      i) Lessee shall have a non-exclusive license to use the Public Restroom, subject to the performance of the obligations set forth in Section 12.
      ii) Lessee shall have a non-exclusive license to ingress and egress to and from the Property and travel on and across the common areas of the Property, in the most

reasonably direct manner necessary to access all areas of the Premises as well as the Public Restroom.

iii) Lessee shall have the right to, exclusively, locate, maintain and replace, as necessary, the existing portable double-wide trailer located within the Hangar Area in which the Flight Instruction School operates ("Trailer"). Lessee is permitted to place portable outdoor furniture, cooking grills and a propane tank alongside the Trailer, subject to Lessee's acknowledgement and agreement that Lessor has no responsibility to replace or repair such items or provide security or theft protection for such items, and that Lessee hereby indemnifies Lessor for all claims, damage or costs incurred by any act or omission of Lessee or any third parties resulting from such items.

iv) Lessee shall have the non-exclusive use of the striped parking area located in between the Public Restroom and the Trailer; provided, however, that Lessee acknowledges that such area is not secured or gated and agrees and that third parties occasionally may use such parking area. Lessee agrees that Lessor has no responsibility for vacating or managing any such third parties.

B. Minimum Uses. Lessee is required to operate a Fixed Based Operation facility on the Premises in accordance with federal, state, and Lessor laws and regulations as well as rules and requirements applicable to the Airport and in accordance with market standards for FBOs in Northern California. Lessee acknowledges and agrees that Lessee's right to operate an FBO on the Premises is a non-exclusive right and that Lessor shall have the right to separately provide any of the uses set forth herein, including granting one or more parties the right to operate additional FBOs at the Property. Notwithstanding the generality of the foregoing, in conducting the FBO at the Premises, Lessee shall provide the following services and uses:

i) Aviation Fuel: Lessee shall operate fuel trucks containing Aviation Fuel, and related equipment, solely within the Premises and on the following terms:

a) Lessee shall operate any requisite fuel trucks and equipment, including adequate ramp service for lessor flight school users, with a qualified attendant available on the ramp, to ensure a successful and mutually agreeable transfer of the Aviation Fuel from Lessor's fueling facilities to Lessee's trucks and equipment.

b) Lessee shall purchase Aviation Fuel directly from the Airport, at the following cost: an amount equal to the sum of: (1) Lessor's cost, as shall be determined by Lessor, (2) applicable federal and state taxes, per gallon of fuel, and (3) a fuel flowage fee to be determined by Lessor, based on the type of Aviation Fuel.

c) Payment for the Aviation Fuel shall be remitted to Lessor within ten (10) days of receiving the Aviation Fuel. Unless otherwise provided herein, Lessee shall otherwise have no right to offer for sale, store, sell, or deliver any other Aviation Fuels or propellants anywhere at or nearby the Airport and/or from Lessor-owned fueling equipment or to anyone other than customers of the Flight Instruction School and for Aircraft operated by Lessee and its officers.

ii) Flight Instruction School: Lessee shall operate a Flight Instruction School in the Hangar Area and shall take all commercially reasonable efforts necessary to maintain such operation in good standing and reputation. In conjunction with such use, Lessee shall have the following additional rights and obligations:

a) Lessee may store Aircraft owned or operated by Lessee, or Aircraft used for the Flight Instruction School, only within the Apron Area.

b) Lessee shall ensure that the Flight Instruction School utilizes only certified flight instructors and Aircraft.

c) Lessee may offer instruction, through the Flight Instruction School, for experimental aircraft, drones, and similar types of flying devices.

iii) Apron Area/Tie-Downs:

a) Within the Apron Area of the Premises, Lessee shall have the right to the second and third rows of designated Tie-Downs, consisting of twenty-one Tie-Down spaces, as shown more clearly on Exhibit D. Any additional Tie-Down spaces desired by Lessee shall be dependent upon Lessor's availability and payment by Lessee of an additional monthly fee per Tie-Down. Any Tie-Down spaces used by Lessee in excess of the twenty-one Tie-Down spaces included within the Premises shall be documented as a written amendment of this Lease, which may be effectuated administratively by the City Manager.

b) Lessor reserves the right to modify, upon ten (10) days' written notice, the location of the Tie-Downs, for any reason, in which case the parties shall amend Exhibit D to reflect the modified Premises. Such modification may be effectuated administratively by the City Manager.

c) The designated Tie-Downs may be used by Lessee only for the storage of Aircraft owned or operated by Lessee, the temporary storage of Aircraft under control of Lessee, or in conjunction with the Flight Instruction School. Lessee is not allowed to lease, rent, or otherwise permit any designated Tie-Downs to be used by any third party or for any other purpose without the express written consent of the City, except that Lessee shall have the right to rent Tie-Downs for daily, overnight rentals only, subject to Lessee's timely payment of Tie Down Percentage Rent pursuant to Section 5C.

d) Lessee shall operate the Tie-Downs so as to provide sufficient space to store Aircraft and maneuver such Aircraft into and out of each Tie-Down space.

iv) Maintenance/Repairs:

a) Lessee shall provide maintenance, repair, and servicing of general aviation Aircraft, Aircraft engines, and parts, propellers but excepting specialized aircraft repair services such as paint.

b) In conjunction with the services provided under subparagraph (a), Lessee shall maintain an adequate inventory of Aircraft parts and accessories necessary to maintain, repair, and service general aviation Aircraft.

c) Lessee shall be permitted, but not required, to provide Aircraft cleaning and detailing services.

v) Sales and Other Services:

a) Lessee shall sell, to the patrons of the Flight Instruction School and general aviation users, oils and lubricants of the kind customarily used by general aviation users.

b) Lessee shall be permitted to sell food and beverages to its patrons and the Airport generally, but any such sales must occur within the Hangar Area only.

c) Lessee shall be permitted, but not required, to sell, lease and manage used and new Aircraft.

d) Lessee shall be permitted, but not required, to provide sales and services of miscellaneous aviation related equipment and services, to the extent such sales and services do not conflict with expressly prohibited uses under this Lease.

e) Lessee shall be permitted, but not required, to operate specialized commercial flying services such aerial survey, photography, and mapping, to the extent such services do not conflict with the patrons of the Airport or Lessor's operation.

vi). Storage:

a) Lessee may temporarily (up to 180 days) store up to four (4) fifty-three (53) foot long (or shorter) cargo containers on the Premises, but only within the Hangar Area. In addition to the foregoing, Lessee shall have the right to store, within the Hangar Area only, one fifty-three (53) foot long (or shorter) cargo container for the duration of this Agreement, subject to such container being maintained by Lessee in a satisfactory physical condition.

b) No materials, supplies, products, equipment, or other personal property (except for Aircraft, ramp equipment, or vehicles in regular use) shall be stored outside on the Premises. Lessee shall store all items inside the Hangar building or the Trailer, in a safe, neat, and sanitary manner.

c) Lessee shall provide adequate enclosures and/or suitable covered metal receptacles throughout the Premises for the short-term accumulation and storage

of solid waste, such as rubbish, trash, garbage, sludge, discarded machinery or parts, and any other solid industrial wastes. Such enclosures and/or covered metal receptacles shall be designed in such a way as to prevent odors, fumes, attraction of pests, and dispersal of wastes due to wind or water runoff and shall be serviced frequently by qualified waste removal and disposal services.

vii). Prohibited Uses. Any use not expressly permitted under subparagraph B shall be prohibited. Notwithstanding the generality of the foregoing, Lessee shall not permit trailers, recreational vehicles, and/or personal motor vehicles within any area of the Premises. Any expansion or modification of the permitted uses shall require a written amendment to the Lease, which may be effectuated administratively by the City Manager.

4. **TERM:**

A. Term: The "Term" of this Lease shall be for a period of 120 months, commencing on December 1, 2023 ("Commencement Date"), and terminating on November 30, 2033 ("Expiration Date").

B. Rights of First Offer: Lessee shall have two rights of first offer as set forth herein.

i) Lessee shall have a right of first offer to enter into a new lease for the Premises ("New Lease Right of First Offer"), which new lease shall commence as of the Expiration Date.
ii) In addition to the New Lease Right of First Offer, Lessee shall have a right of first offer to lease an 1.6-acre parcel on Lessor's Property ("Parcel Right of First Offer") as depicted on Exhibit E" attached hereto ("Parcel").
iii) The New Lease Right of First Offer and the Parcel Right of First Offer shall collectively be referred to as the "Rights of First Offer".
iv) Lessee shall provide the City written notice, no earlier than twelve months and no later than six (6) months prior to the Expiration Date, of its exercise of either or both Rights of First Offer. Lessee shall have the discretion as to whether to exercise one or both Rights of First Offer, but Lessee may exercise both Rights of First Offer only at the same time if Lessee elects to exercise both. Lessee shall be entitled to exercise the Rights of First Offer only if Lessee provides notice on a timely basis and no event of default exists at the time of notice.
If Lessee does not timely exercise the Rights of First Offer, Lessor shall be free to lease the Premises and/or the Parcel to a third party, as the case may be, upon the Expiration Date.
v) Upon receipt of timely notice from Lessee, Lessor shall negotiate in good faith with Lessee the terms and conditions of a new lease and/or the Parcel, as the case may be. Lessee acknowledges and agrees that Lessor is not obligated to enter into a new lease for either the Premises or the Parcel if the parties are unable to reach terms and that any agreement reached shall require legislative approval by the City Council and be documented through the execution of new agreements by the parties.
vi) The financial terms of the New Lease First Right of Offer shall be determined as set forth in Section 5 below.

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5. **GROUND RENT, PERCENTAGE RENT, PAYMENTS, FEES, AND SECURITY:**

A. Ground Rent: Commencing as of the Commencement Date, Lessee shall be obligated to pay "Ground Rent" to Lessor in the amount of $2,843.00 on the tenth day of each month during the Term of the Lease. If the Lease is executed in the middle of a calendar month, a pro-rated amount of Ground Rent will be due for the first month of the Term. Ground Rent shall increase as set forth in Section 6 below.

B. New Lease First Right of Offer: Lessor shall provide, as a part of the terms of the New Lease First Right of Offer, a total rent due by Lessee under such New Lease, of the following:

i) A new Ground Rent based upon then prevailing fair market rental value of the Premises. Lessor determination of rental value shall be conclusively determined to be fair market, as long as Lessor's determination is based upon an independent third-party appraiser. Should the fair market rate be determined to be lower than the Ground Lease due by Lessee prior to the Expiration Date, then the Ground Rent due on the first year of the term of the New Lease shall be the same as such previously owed Ground Rent and shall be subject to CPI adjustments on the same terms as set forth in this Agreement.

ii) Percentage Rent payable by Lessee, in addition to Ground Rent, an amount equal to one percent (1%) of all Gross Receipts collected by Lessee (such amount due being referred to as "Percentage Rent"). As used herein, "Gross Receipts" shall mean the gross revenue, income and/or sales received by Lessee from all activities directly conducted on the Premises or indirectly (e.g., through online sales or offsite) from Lessee's business operations conducted on the Premises, but excluding the following:

(a) Any amount for sales tax, luxury tax, excise tax or similar tax required by law to be added to the total purchase price and collected by Lessee and remitted to a governmental agency;

(b) Income or receipts that, under generally accepted accounting principles, are derived from the sale or disposal of any Lessee's capital assets, which shall not include Aircraft which are covered by subparagraph iii below, or from the retirement of any indebtedness, or from Lessee's investment of any funds not invested in the Premises; or

iii) A list of specific tenant improvements required to be completed by Lessee as additional consideration for the New Lease.

C. Other Payments: Commencing as of the Commencement Date, the Lessee shall pay, in addition to Ground Rent, the following:

i) A flat amount of Five Hundred Dollars ($500) for each Aircraft sold by Lessee, whether at the Premises, through an online transaction or at some other location.

ii) Thirty Percent (30%) of gross Tie Down fees collected by Lessee ("Tie Down Percentage Rent").

D. Payments: Ground Rent, Other Payments, and Percentage Rent shall, collectively, constitute "Rent". Payment of Ground Rent shall be made payable to the City of Tracy and must be received on or before the tenth day of each quarter by Lessor's Finance Department, 333 Civic Center Plaza, Tracy, California 95376.

i) Percentage Rent shall be calculated for each three-month period and paid to Lessor no later than the end of the subsequent month as reported on FBO FACILITIES REPORT (see Section 16).

E. Late Payments and Fees for Denied Payment: Lessee is responsible for timely payment of Rent and all additional amounts owed under this Lease, without notice or demand and without deduction, diminution, abatement, counter claim, or setoff of any amount for any reason whatsoever, to Lessor. In the event any payment is not received by Lessor on the due date, Lessee shall, without notice, pay late charges in the amount of ten percent (10%) on the unpaid balance each month that the payment remains unpaid. If payment remitted by check or other negotiable instrument is presented for payment to the appropriate institution and denied for insufficient funds, such payment shall be subject to a reprocessing fee subject to current master fee schedule.

F. Security Deposit: Upon the Commencement Date of this Lease, Lessee shall pay to Lessor the sum of Six Thousand Dollars ($6,000.00) as a security deposit for faithful performance of Lessee's duties under this Lease. If Lessee shall default on any of the terms of this Lease, and Lessor chooses to cure the Lessee's default at any expense to Lessor, it may resort to the security deposit for such purpose. In such event, Lessee shall reimburse the Lessor for such portion expended from the security deposit no later than the next due date of Ground Rent. Any unused security deposit existing at the termination of this Lease that is not already used to offset damage, if any, caused to the Premises by Lessee's use of the Premises, reasonable wear and tear excepted, or that is otherwise used toward outstanding Rent, shall be refunded to Lessee within three (3) months after termination.

6. **ANNUAL INCREASE OF RENT:** Beginning on July 1, 2024, and for each twelve (12) month anniversary thereafter, the Ground Rent due each month for the upcoming twelve months of the Term shall be increased by the then-current City Adjustment Factor. The City "Adjustment Factor" shall be a percentage calculated as follows:

The Ground Rent increase shall be determined by calculating the Consumer Price Index ("CPI") for all Urban Consumers for the West (1982-84 = 100) as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor, for the preceding one (1) year period ending on December 31st. In the event there is a decrease in the CPI, the Ground Rent for such twelve (12) month period in question shall be the same as the Ground Rent for the preceding twelve (12) month period. In addition to the foregoing, no adjustment shall be made in which the Ground Rent due for the twelve (12) month period commencing on July 1, 2024, is below Three Thousand Dollars ($3,000.00).

7. **RIGHT OF FLIGHT:** There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of Aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause within said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport.

8. **TERMINATION DATE AND SURRENDER:**

   A. Termination Date: This Lease shall terminate on the earlier to occur of the following: 1) the Expiration Date or 2) the effective date of termination pursuant to Lessor's exercise of remedies for an event of default under Section 37 (either event, the "Termination Date").

   B. Surrender: On the Termination Date, Lessee shall surrender fully the Premises and remove, at Lessee's sole expense, all Aircraft owned or controlled by Lessee and Lessee's personal property from the Premises. Lessee shall deliver the Premises to Lessor in good and clean condition and repair. Lessee shall be liable for any and all damage to the Premises caused during the Term. In the event Lessee does not remove Lessee's property, including Aircraft, from the Premises within thirty (30) days of the Termination Date, Lessor may elect with regard to all or any such property, in Lessor's sole discretion and without further notice to Lessee, to do any of the following: (i) remove such property from the Premises and dispose of it, in which case Lessee shall reimburse Lessor upon demand for all costs of removal and disposal; (ii) take full possession and ownership of such property, in which case Lessee shall not be responsible for removal or disposal cost, nor entitled to any proceeds of any sale or rental by the Lessor of such property; or (iii) in the case of personal property (including Aircraft), to deem such property abandoned personal property and proceed with notice and foreclosure sale according to and in compliance with the terms of California Civil Code Section 1993, et seq.

9. **COMPLIANCE WITH LAWS AND REGULATIONS:** Throughout the Term, Lessee shall comply with the following:

   A. Tracy Municipal Code, Title 2, Chapter 2.28, Tracy Municipal Airport and New Jerusalem Airport;

   B. FAA Airport Sponsor Grant Assurances, attached hereto as Exhibit "F".

   C. All applicable ordinances, rules and regulations established by any federal, state, or local government agency exercising jurisdiction over the premises and activities at the Premises, as the same may be amended from time to time.

   D. Primary aeronautical uses of the Premises and/or the Property.

   E. All security measures that may be imposed from time to time by Lessor or any other applicable governmental agency; and

F. All conditions of any rules or ordinances relating to noise standards at the Airport, as may be approved from time to time by the Lessor, including evidence that Lessee is providing quarterly noise abatement training to pilots of Aircraft located on or using the Premises.

10. **"AS IS" CONDITION/WITH ALL FAULTS.** Lessor acknowledges and agrees that Lessor is leasing the Premises to Lessee in an "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS and that the Lessor makes no representations or warranties, either express or implied, as to the condition of the Premises or any improvements thereon, as to the suitability or fitness of the Premises or any improvements thereon, as to any law, or any other matter affecting the use, value, occupancy, or enjoyment of the Premises, as to any other matter whatsoever. The Lessor shall have no responsibility to prepare, repair or modify the Premises in any way for Lessee's prior to the Commencement Date or during the Term, except as otherwise indicated in this Lease. Lessee further acknowledges that neither the Lessor nor any employee, representative, or agent of the Lessor has made any representation or warranty, express or implied, with respect to the Premise or any improvements thereon. Lessee further acknowledges and agrees that the Trailer and all improvements and property located within or around it related to the Flight Instruction School are owned by Lessee and that Lessee has the sole responsibility to maintain or replace any such improvements or property. The provisions hereof shall survive the Termination Date of this Lease.

11. **ALTERATIONS AND ADDITIONS.** Lessee shall not make any alterations or additions to the Premises without the prior written consent of Lessor. At surrender, Lessee shall remove, at the request of Lessor, any alterations and additions made by Lessee, whether permitted or not by Lessor, and restore the Premises to the condition of the Premises existing before such alterations and additions, at Lessee's sole cost and expense.

12. **MAINTENANCE AND REPAIRS.**

A. Lessee's maintenance and repair responsibilities shall be as set forth herein, which shall be at Lessee's sole cost and expense.

i) Lessee shall maintain the Premises in as good a condition and repair as it is on the Commencement Date of this Lease, reasonable wear and use excepted.
ii) Without limiting the generality of the foregoing, Lessee shall be responsible for minor repairs and maintenance of the Premises and all improvements thereon, including, without limitation, the replacement of light bulbs, normal repair and cleaning of windows, and cleaning and clearing of toilets, sinks, drainage, and sewage lines.
iii) The Lessee shall properly and promptly remove all rubbish and hazardous wastes from the Premises and see that the same are properly disposed of according to all local, state, or federal laws, rules regulations or ordinances.
iv) In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for

seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

v) Lessee shall retain a janitorial company to voluntarily provide weekly deep cleaning of the Public Restroom.

vi) Lessee shall be responsible for all janitorial and routine cleaning within the Premises, including all improvements located therein.

vii) All maintenance, repairs, and replacements shall be of a quality substantially equal to the original material and workmanship and consistent with approved plans. Lessor shall be the sole reasonable judge of the maintenance standards required.

B. Lessor's maintenance and repair responsibilities shall be as set forth herein

i) Lessor shall be responsible for the repair and replacement of the shell of the Hangar facility including the roof and exterior walls and replacement of windows and doors.

ii) Lessor shall also be responsible for the repair or replacement of Lessor-owned plumbing (but not for routine plumbing issues, such as clogged pipes or leaks), intrusion and fire detection systems, HVAC systems, lighting fixtures, and electrical wiring and conduits, telecommunications systems, including any meters, located within, or serving the Hangar building.

iii) Lessor shall be responsible for the repair and maintenance of the Public Restroom, except as otherwise provided for in subparagraph A(v).

iv) Lessor shall be responsible for the repair and striping of the paved surface areas of the Premises, but only to the extent such work is a result of normal wear and tear or Acts of God and not the result of acts or omissions of Lessee, its employees, contractors, or invitees, and in the manner and time deemed reasonable by Lessor.

v) At the Lessor's earliest convenience, an electronic gate will be installed at the main entrance replacing the existing gate infrastructure per FAA and Lessor's standards.

13. **INSURANCE:** Lessee shall procure and maintain, at its own cost and expense, always during the term of this Lease, the following policies issued by insurance companies authorized to do business in California, with a financial rating of at least an A-status (unless otherwise stated below) as rated in the most recent edition of Best's Insurance Reports:

A. Commercial General Liability and Property Damage Insurance: Lessee shall obtain and maintain, owner, landlord, and Lessee Commercial General Liability Insurance with a financial rating of at least an A- or P status (pooled insurance coverage) covering and insuring all parties hereto (including City of Tracy and its officers, agents, and employees as additional insureds under the policy or policies) with a minimum combined single limit coverage of Two Million and No/100 Dollars ($2,000,000) for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence arising out of ownership, maintenance, or use of the Premises and all operations necessary or incidental thereto.

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B. Fire Insurance: Lessee shall insure for fire and extended coverage risks all personal property, improvements, and alterations in, on, or about the Premises. Such insurance shall be in an amount equal to one hundred percent (100%) of insurable, full replacement value of any improvements located thereon, and shall include vandalism and malicious mischief endorsements. Said fire insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Lessor and its officers, agents, and employees shall be named as additional insureds in such policy or policies.

C. Casualties: In the event of damage to or destruction of any buildings or other improvements on the Premises ("Insured Improvements") more than twenty-five percent (25%) of the then replacement value of such Insured Improvements, Lessee shall determine whether to repair or replace the Insured Improvements. If Lessee determines to repair or replace the Insured Improvements, the proceeds of any insurance policy paid on account of such damage or destruction shall first be applied to the cost of repairing or replacing the Insured Improvements. If Lessee determines not to repair or replace the Insured Improvements, Lessee may terminate this Lease upon written notice to Lessor within thirty (30) days of such damage or destruction. If any Improvements erected on the Premises are damaged or destroyed because of any uninsurable cause or risk at the time of destruction, in the amount of at least twenty five percent (25%) of the replacement cost of all Improvements, Lessee shall have the option to either terminate this Lease or to replace and rebuild the Improvements, so they are in substantially the same condition as they were in immediately before such damage or destruction. Lessee shall give written notice of its election to Lessor within forty-five (45) days of the date of the loss or destruction of the Improvements. If Lessee elects to terminate this Lease, this Lease shall terminate. Lessee shall have one hundred eighty (180) days to commence repair or restoration of the Improvements and shall diligently pursue the completion of such Improvements

D. Worker's Compensation. Lessee shall obtain workers' compensation insurance as required by law, covering all employees of Lessee, and said insurance shall be kept in force during the entire term of this Lease.

E. Form of Policies. All policies of insurance required by this Section shall be in such standard form and written by such qualified insurance companies as shall be satisfactory to Lessor. Evidence of such insurance shall be provided by Lessee by filing with Lessor a copy of the policy and policies, together with a duly executed certificate of insurance to the effect that the insurance required by this Lease is extended in favor and consistent with the terms set forth herein. All such certificates shall require a separate Additional Insured Endorsement stating that "City of Tracy, its officers, agents, and employees" are named as additional insureds under such policy or policies. Said policy or policies or certificates shall contain a provision that written notice of policy lapses, cancellation or any changes thereto shall be delivered to Lessor no fewer than thirty (30) days in advance of the effective date thereof. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to Lessee and Leased facility or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include but not be limited to blanket

contractual; products/completed operations; hangar-keepers' liability, and broad form Property damage.

F. Other Insurance Provision. The general liability policy is to contain, or be endorsed to contain, the following provisions:

i) The Lessor, its officers, elected and appointed officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor, its officers, elected and appointed officials, employees, agents, or volunteers.
ii) Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, agents, or volunteers shall be excess of Lessee's insurance and shall not contribute with it.
iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Lessor, its officers, officials, employees, agents, or volunteers.
iv) Coverage shall state that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Lessor by the carrier.

G. Verification of Coverage. Lessee shall furnish a copy of these requirements to Lessee's insurance agent. The agent shall furnish the Airport Manager with certificate(s) of insurance and original endorsements evidencing coverage required by this clause. By sending the requisite documents, the agent is certifying Lessee maintains the appropriate coverage. The documents are to be signed by a person authorized by that insurer to bind coverage and endorse policies on its behalf. All documents are to be received by the Airport Manager before Lessee takes possession or begins work on the Premises. The Lessor may for any reason require Lessee to provide complete, certified copies of all required insurance policies affecting the coverage required by these specifications no more frequently than reasonable to verify insurance coverage. Lessee, or its insurance agent, shall furnish the Lessor with evidence of insurance thirty days prior to expiration of the current certificate(s), and direct those to:

City of Tracy
City Manager's Office
333 Civic Center Plaza
Tracy, CA 95376

H. Notice. Lessee shall give Lessor prompt and timely notice of any claim or suit of which it has knowledge, and which could in any way directly, contingently, or otherwise affect

either Lessee or Lessor or both, and both Lessee and Lessor shall have the right to participate in the defense of such claim or suit to the extent of its respective interest

14. **FIRE FIGHTING EQUIPMENT:** Lessee shall provide fire extinguishers within each hangar or building and near outside aircraft parking areas according to the requirements of applicable codes and regulations.

15. **ACCOUNTING RECORDS AND ACCESS TO LESSEE'S ACCOUNTS:** It is mutually understood and agreed that Lessee shall keep acceptable accounting records according to standard approved accounting procedures for income tax purposes during the duration of this Lease and for at least five (5) years after the Termination Date of the Lease. Lessor shall have access to the Lessee's accounts and records relating to expenses and revenues at any time during the normal business hours upon three (3) days' notice for the purposes of audit. Failure to provide such access shall be deemed a material breach of this Lease and Lessor may, at its sole discretion, terminate the Lease and/or exercise any other remedies available to it.

16. **FBO FACILITIES REPORT:** Lessee shall submit a written report regarding any repairs to the Premises (the "FBO facilities Report") every quarter to the Lessor for the duration of this Lease. The FBO facilities Report shall be in writing and delivered to the Lessor on or before the fifteenth (15th) day after the end of the prior quarter. The FBO facilities Report shall be sent to Lessor's Department Director or Designee and shall include, but shall not limited to the following:

    A. Repairs made during the reporting quarter.

    B. Costs of repairs made during the reporting quarter including original receipts for labor and materials.

    C. Date project commenced and date of completion for repairs made to the FBO facilities during the reporting quarter.

    D. Profit and loss statement and gross revenues generated from use of the FBO facilities during the reporting quarter.

17. **AIRCRAFT SERVICE BY OWNER OR OPERATOR:** Lessee acknowledges and agrees that no right or privilege has been granted herein that would prevent any person, firm, or corporation operating Aircraft on the Airport from performing any services (including, but not limited to, maintenance and repair) on its own Aircraft, with employees of such person, firm, or corporation.

18. **HOURS OF OPERATION:** Lessee agrees to conduct operations within a set schedule of hours, which schedule shall be filed with and approved by the Lessor. Once such schedule has been approved by Lessor, Lessee may not modify or reduce its hours of operation without written consent of the designated of Lessor; provided, however, the foregoing shall not apply during any period when the Airport is closed by any lawful authority restricting the use in such a manner as to interfere with use by the Lessee for its business operations

19. **LESSOR'S RIGHTS:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities not specified in Section 12 (maintenance section) of the Airport, together with the right to direct and control all activities of Lessee related to this landing area.

20. **UTILITIES:** Lessee shall pay all utilities used or consumed on the Premises, including, but not limited to gas, water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, and telephone services. Lessee shall be responsible for opening and maintaining utility accounts directly in its name. Lessee acknowledges and agrees that any reduction or interruption of utility services is not the responsibility of Lessor.

21. **OWNERSHIP OF REPAIRS:** Lessee acknowledges and agrees that the Premises are owned by the Lessor, and that any repairs made by Lessee pursuant to Section 12 or otherwise shall be owned by the Lessor. Any personal property or fixtures placed upon the Premises by the Lessee shall remain the property of Lessee throughout the Term of the Lease.

22. **CASUALTY:** If the Premises, or the means of access thereto, is damaged by fire or any other cause, the Ground Rent payable hereunder shall not abate. In the event of loss of or material damage to the Premises, Lessee shall repair the Premises within twenty-one (21) days following written notice to Lessee or, if Lessee has in good faith commenced such repair within such 21-day period, in a reasonable time thereafter. In the event such repair has not been timely completed as provided in this Section 22, such non-performance shall be considered a breach of contract, and the Lessor shall have the right to enter the Premises and conduct any necessary repairs pursuant to Section 27 herein, in addition to any other remedies available to it. In addition, Lessee may obtain business interruption insurance to ensure it has adequate coverage for interruptions in operational revenue resulting from any such casualties.

23. **LIABILITIES, INDEMNITIES AND FORECE MAJURE:**

    A. Lessee shall defend, indemnify and hold harmless Lessor (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all cost, liability, fine, penalty, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, arising out of or relating to use of the Premises, or any activity, work, or other things done, permitted or suffered by Lessee in, on, or about the Premises by Lessee, its invitees, agents, employees, or contractors , or any breach or default by Lessee in the performance of any obligation of Lessee set forth in this Lease ("Contract Damages"), except in the event that such damages arise from Lessor's sole negligence or willful misconduct.

    B. Lessee shall indemnify Lessor and pay any taxes or penalties imposed by any governing authority arising from or related to Lessee's failure to comply with or violation of any local, state, or federal rule related to Lessee's use of the Premises. Any such sum shall be paid within ten (10) days of written demand by Lessor.

C. Neither party shall be liable for its respective failure to perform this Lease, or for any loss, injury, damage, or delay of any nature whatsoever, resulting from or caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war; provided, however, that Lessee shall not be excused for any such reason from its obligation to pay Ground Rent in a timely manner as provided herein.

24. **RISK OF LOSS:** Lessee bears all risk of loss or damage to the Premises and any property stored throughout the Premises, whether caused by fire, water, earthquake, theft, terrorism, or any other reason. Lessor shall not provide insurance for the Premises, or any property stored therein. Lessee acknowledges that insurance is available from independent insurance companies to protect Lessee in the event of damage or loss.

25. **SECURITY:**

A. Lessor shall have no obligation to provide security to the Premises. Lessee shall always secure the Premises and shall do their due diligence to prevent unauthorized pedestrian and vehicular access to the Apron Area and to any portion of the Premises on which Aircraft are located. Direct or indirect points of entry to the aircraft operating area to accommodate authorized individuals and authorized vehicles shall be controlled by Lessee in compliance with FAA and Airport security requirements. Lessee shall also provide security for facilities on the Premises, including but not limited to vehicular parking lots, aircraft tie down aprons, buildings, hangars, fuel storage areas, and shops. If at any time during the term of this Lease additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over the Airport, Lessee shall comply with said security requirements on the Premises at Lessee's sole expense. If Airport is fined by the FAA for a security violation caused by Lessee, Lessee shall immediately reimburse Lessor upon demand.

B. Lessee also agrees to ensure the Airport's main access gate located on Tracy Boulevard is opened at the beginning of each business day and closed at the end of each business day. If a maintenance issue should arise with the main access gate, the Airport Manager is to be notified immediately. Lessee may, at its option, extend the hours of any business day and must ensure that Lessee's staff is available during those extended hours to provide an appropriate level of customer service to airport visitors. Lessee shall develop positive key control and Apron access procedures for its staff and customers while at Lessee's Premises and comply with the pertinent reporting requirements to the FAA, the Department of Homeland Security, and law enforcement agencies.

C. Lessee shall ensure that gates allowing access onto the Apron area are not left open unless always staffed. When opening a gate for deliveries, the gate shall be immediately closed upon entrance or exit of the delivery vehicle.

26. **ENVIRONMENTAL RESPONSIBILITES OF LESSEE:** Lessee shall comply with all the requirements of the San Joaquin County Hazardous Materials Permit. Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan ("Plan"). The Plan shall be approved by the Fire Chief of the South San Joaquin County Fire Authority. The

approved Plan shall be kept current, and a copy of the most current version shall be submitted to the Airport Manager to be kept on file. Lessee shall be liable to, and indemnify, defend, and hold harmless, the Lessor for all leaks, spills, or other damage that may result through the Lessee's handling and dispensing of Hazardous Materials.

A. Definition of Hazardous Material. As used in this Section, the term "Hazardous Materials" shall mean any hazardous or toxic substance, hazardous or radioactive material, or hazardous waste, pollutant, or contaminant at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Hazardous Materials include, but are not limited to, the following: (1) Any "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste," as defined in Sections 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (2) any "hazardous substance" as that term is defined in Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (3) any material or substance listed as a chemical known to cause cancer or reproductive toxicity pursuant to Section 6380 of the California Labor Code, Division 5, Part 1, Chapter 2.5 (Hazardous Substances Information and Training Act); (4) any "hazardous waste" as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (5) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); (6) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local statute, ordinance, resolution, regulation, order, policy, or requirement, including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect; (7) any petroleum product; (8) any radioactive material, including any "source material", "special nuclear material", or "byproduct material" as defined in 42 U.S.C. Section 2011 et seq.; (9) any asbestos in any form or condition; and (10) any polychlorinated biphenyls (PCBs) and any substances or any compounds containing PCBs.

B. Use of Hazardous Materials. Lessee shall not cause or permit any Hazardous Materials, as defined in this Section, to be generated, brought onto, stored, used, emitted, released, discharged or disposed of in, on, under, or about the Premises by Lessee or its officers, employees, agents, contractors, renters, guests, or invitees, except for limited quantities of (1) standard office and janitorial supplies containing chemicals categorized as Hazardous Materials; (2) motor oils, hydraulic fluids, fuel, and other materials commonly used in aircraft storage and fueling facilities; (3) such other Hazardous Materials as are approved in advance in writing by Lessor.

C. Notification to the Airport Manager. If, during the Term of this Lease, Lessee becomes aware of (a) any actual or threatened release of any Hazardous Materials on, under, or about the Premises; or (b) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Materials on, under, or about the Premises, Lessee shall (1) immediately provide verbal notification to the Airport Manager; and (2) provide written notification of such release or investigation to the Airport Manager within twenty-four (24) hours after learning of it. In the event

Lessee receives any claims, notices of violation, reports, or other writings concerning the release or investigation, Lessee shall furnish copies of all such materials to Lessor no later than the business day following Lessee's receipt thereof. Notification to the Airport Manager under this Section does not relieve Lessee of any obligation to notify any governmental agency under any Applicable Law.

D. Indemnification. Lessee shall, at Lessee's sole expense and with legal counsel reasonably acceptable to Lessor, indemnify, protect, defend, and hold harmless Lessor and Lessor's officers, directors, agents, employees, elected officials, and contractors from and against any and all demands, losses, claims, costs, suits, liability, and expenses (including without limitation, attorneys' fees and consultant fees), arising out of or relating to the violation of any law regulating or the use, handling, generation, emission, release, discharge, storage or disposal of any Hazardous Materials ("Environmental Laws") by Lessee or Lessee's officers, employees, agents, contractors, renters, guests or invitees. This indemnification applies whether any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) Losses attributable to diminution in the value of the Premises; (2) loss or restriction of use of rentable space on the Premises; (3) adverse effect on the marketing of any rental space on the Premises; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup, or detoxification of the Premises and surrounding properties). This indemnification clause shall survive any expiration or termination of this Lease.

27. **ENTRY TO PREMISES; CITY REPAIRS:** Lessee further consents to Lessor's entry onto the Premises to repair, replace, or otherwise remedy any breach, pursuant to Section 21. The cost for such work shall be paid by Lessee within ten (10) days of written notice by Lessor. Under all other circumstances, including Lessor's inspection to ensure compliance with the terms and provisions of this Lease, Lessee further consents to Lessor's entry onto the Premises with no advance notice.

28. **SUBORDINATION:** This Lease is subject and subordinate to the following:

A. Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Airport or Premises or any of Lessee's rights under this Lease. Notwithstanding the preceding term, Lessor has the absolute right, at its complete discretion, to terminate this Agreement with thirty (30) days' notice if the Lessor determines that such termination is necessary to carryout development plans.

B. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

C. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

D. This Lease is and shall be subordinate to the provisions of existing and future agreements and assurances between Lessor and the United States, the Federal Aviation Administration, or the State of California relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, state funds, services, or property for the benefit of the Airport.

E. Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Lease shall grant to Lessee any rights whatsoever in the airspace above the Premises other than those reasonably necessary to Lessee's enjoyment of the Premises and which are consistent with Federal Aviation Administration rules, regulations, and orders currently or subsequently effective.

F. This Lease is subject and subordinate to any and all mortgages or bonds which may now or hereafter encumber the Lessor's fee simple interest in the Airport real property, and to all renewals, modifications and extensions thereof; provided that with respect to any future mortgage or bonds, the subordination described above shall be subject to the following: in the event that any proceedings are brought by the mortgagee (a) to foreclose the mortgage or any renewal, modification, consolidation, replacement or extension thereof, for any reason whatsoever, or (b) to succeed to the interest of Lessor by foreclosure, deed in lieu thereof or otherwise, and provided no uncured event of default under this Lease shall have occurred and be continuing, Lessee's possession of the Premises and Lessee's rights and privileges under this Lease and any extension or extensions thereof shall not be diminished, interfered with or disturbed by the mortgagee. Lessee shall, within seven (7) days after required of Lessor, execute any subordination documents which Lessor or any mortgagee of the Premises may reasonably request, but no such document shall be required to effectuate said subordination. Any such subordination documents shall, as to any future mortgage, comply with the terms of this paragraph.

G. Lessee understands and accepts Lessor's delegation of the prohibition against exclusive rights in accordance with the obligation set forth in the Federal Aviation Act of 1958, Section 308(a), which states, "there shall be no exclusive right for the use of any landing area or air navigation facility upon which federal funds have been expended" and as set forth in 49 United States Codes Section 40107(a)(4) and U.S.C. Section 40103(e). Lessee may not exercise any of its rights or privileges under the Lease in any manner which results in and subjects the public Airport users or Lessees to unjust discrimination.

H. Lessee acknowledges that the Lessor is subject to Federal Grant Agreement obligations as set forth on Exhibit "F" attached hereto and made a part hereof, and Lessee shall act in compliance therewith.

l. Lessee acknowledges that this Lease is subject to terms and conditions set forth in the grant deed of the Property as set forth on Exhibit "G" attached hereto and made a part hereof, and Lessee shall act in compliance therewith

29. **DISCLAIMER OF LIABILITY:** LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (EXCEPT AS PROVIDED HEREIN) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, OR ITS EMPLOYEES, AGENTS OR INVITEES, DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AIRCRAFT OR OTHER PROPERTY OF LESSEE THAT MAY BE LOCATED OR STORED ON OR IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

30. **ASSIGNMENT OR SUBLEASING:**

A. Assignments. Neither this Lease nor any interest herein shall be assigned, either voluntarily or involuntarily, by Lessee, or by operation of law or otherwise, In the event Lessee assigns or , transfers any of its interest herein, Lessor shall have the right to terminate this Lease at its sole discretion.

B. Subleases. Notwithstanding Section 30A, Lessee shall have the right to sublease a portion of the Premises as follows:

i) The sublease may only be for a portion of the Hangar Area and may not include any portion of the Apron Area or the Flight Instruction School.

ii) Any such sublease must require the sublessee to acknowledge and agree to the terms of this Agreement, as the master lease.

iii) Lessee must seek Lessor's written consent, prior to subleasing. Lessor's consent is contingent upon Lessee providing the form of the proposed sublease and qualifications of the sublessee and executing with Lessor, a rent sharing agreement, which shall be executed administratively by Lessor, in which Lessee, as sublessor, agrees to pay Lessor, Forty Percent (40%) of all gross amounts due from sublessee to sublessor. Lessor shall have sixty (60) days to review and respond to any proposed sublease by Lessee.

31. **LIENS:** Lessee shall keep the premises free from any liens arising out of any work performed, material furnished, or obligations incurred by itself/himself/herself and its invitees, agents, and sub-lessees, and their invitees and agents.

32. **ABANDONMENT:** Lessee agrees not to vacate or abandon the Premises at any time during the term of this Lease. Should Lessee vacate or abandon the Premises or be dispossessed by process of law or otherwise, such abandonment, vacation, or dispossession shall be a breach of this Lease and, in addition to any other rights which Lessor may have, Lessor may remove any personal property belonging to Lessee which remains on the Premises and store the same, such removal and storage to be for the account of the Lessee.

33. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of California. Venue shall be in the appropriate court in and for San Joaquin County.

34. **EMINENT DOMAIN:** In the event the entire premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority this Lease shall terminate and expire as of the date of such taking and Lessee shall thereupon be released from any liability thereafter accruing hereunder. In the event a portion of the Premises is taken under the power of eminent domain by any public or quasi-public authority such that the improvements thereon cannot in Lessee's opinion be used for its intended purposes Lessee shall have the right to terminate this Lease as of the date Lessee is required to vacate a portion of the Premises upon the giving of notice in writing of such election within thirty 30 days after said portion of the Premises have been so appropriated or taken In the event of such termination both Lessor and Lessee shall thereupon be released from any liability thereafter accruing hereunder Lessor agrees immediately after learning of any appropriation or taking to give Lessee notice thereof in writing. If the Premises are taken or Lessee elects to terminate upon a partial taking Lessor agrees to offer to lease to Lessee similar space on similar terms for a term equal to the remaining term hereunder if any such land is available for lease at the Airport. If this Lease is terminated in either manner hereinabove provided Lessor shall be entitled to the entire award or compensation for the land in such proceedings but the rent and other charges for the last month of Lessee's occupancy shall be prorated and Lessor agrees to refund to Lessee any unused portion of said rent or other charges paid in advance.

35. **RELATIONSHIP OF PARTIES:** The relationship between Lessor and Lessee shall always and only be that of lessor and lessee, or landlord and Lessee. Lessee shall never at any time during the term of this Lease become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

36. **REMEDIES CUMULATIVE:** The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either party in law or equity.

37. **DEFAULT:**

A. The Lessee shall be deemed in default ("Default") upon any of the following:

i) Failure to pay Rent within ten (10) days after the due date.
ii) Failure to submit the FBO facilities Report within sixty (60) days after the due date.
iii) The filing of a petition under the Federal Bankruptcy Act or any amendment, including a petition for reorganization or an arrangement.
iv) The commencement of a proceeding for dissolution or for the appointment of a receiver.
v) The making of an assignment for the benefit of creditors.
vi) Failure to comply with any laws or regulations as specified in Section _9_
vii) Lessee's assignment of any interest in this Lease, or any sublease.
viii) Violation of any material term of this Lease; or
ix) Abandonment of the Premises.

B. Upon the occurrence of Lessee's Default, Lessor may terminate the Lease and Lessee's right to possession of the Premises, upon giving thirty (30) days prior written notice to Lessee. Upon termination of the Lease, Lessor has the right to recover from Lessee all unpaid Rent, plus interest at the maximum rate permitted by law, in addition to any other rights or remedies that may exist in equity or law.

C. At any time after the occurrence of a Default, Lessor may provide Lessee with the option to cure the Default at Lessee's cost. If Lessor elects to allow Lessee to cure the Default, Lessor must provide Lessee with written notice specifying the amount of time Lessee has to cure the Default. If Lessor at any time, by reason of Lessee's Default, pays any sum to cure the Default or does any act that requires the payment of any sum, the sum paid by Lessor shall be due from Lessee to Lessor within thirty (30) days from the time the sum is paid, upon notice given by Lessor to Lessee, and if paid by Lessee at a later date, shall bear interest at the maximum rate permitted by law.

38. **NOTICES:** All notices to be given hereunder shall be in writing and shall be sent by certified mail postage prepaid, addressed as follows:

NOTICE TO LESSOR:
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Attention: City Manager's Office

NOTICE TO LESSEE:
Riya Enterprise, LLC
Email Address: jayvyasemail@gmail.com
Name: Jay Vyas, President
Address: City/State/ZIP 5749 S. Tracy Blvd. Tracy, CA 95377

Any notices permitted or required to be given by the terms of this Lease shall be effective three (3) business days after mailing, or the next business day after emailing.

39. **AMENDMENT:** No amendments may be made to this Lease without requisite approval of the Parties and execution of written amendments to the Lease.

40. **INTEGRATION:** This Lease constitutes the entire Lease between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, between the parties. Any change or modification hereof must be in writing signed by both parties.

41. **WAIVER:** The waiver by either party of any covenant or condition of this Lease shall not thereafter preclude such party from demanding performance in accordance with the terms thereof. No failure of LESSOR to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Lessor of full or partial rent during

the continuance of any such breach or application of the security deposit in light of any breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy. No term, covenant, agreement, provision, condition, or limitation of this Lease to be kept, observed, or performed by Lessor or by Lessee, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by Lessor or by Lessee, as the case may be. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant, agreement, provision, condition, and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

42. **SUCCESSORS BOUND:** This Lease shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

43. **SEVERABILITY:** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties and subject matter of this Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

44. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of all of Lessee's obligations under this Lease.

45. **TAXES, ASSESSMENTS AND FEES:** Lessee agrees to pay, before delinquency, all taxes (including, but not limited to, possessory interest tax and federal excise tax), assessments, license fees, and other charges which are levied and assessed upon Lessee's interest in the Premises, or upon Lessee's personal property installed or located in or on the premises, by Lessor or other legally authorized governmental authority. Lessee may pay any taxes and assessments under protest, without liability, cost, or expense to the Lessor, to contest the amount in good faith.

46. **FINANCIAL DISCLOSURE:** Lessee shall furnish such evidence as may be reasonably requested by Lessor from time to time to evidence that Lessee remains financially capable of providing the services and facilities set forth in the Lease.

47. **NO ENCUMBRANCES/ESTOPPEL CERTIFICATES:** Lessee shall not encumber any improvement, land, or property on the Premises owned by the Lessor in order to obtain financing or refinancing for the construction, improvement, repair of the FBO facilities or other uses by Lessee. Notwithstanding, Lessor shall cooperate with Lessee and any lender in the execution of an estoppel certificate regarding the terms and conditions of this Lease.

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IN WITNESS WHEREOF, Lessor and [LESSEE] have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

LESSOR

CITY OF TRACY

a municipal corporation

DocuSigned by:

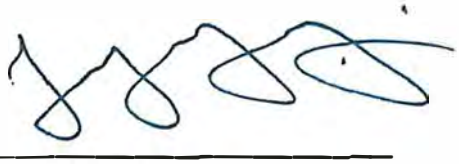
By Midori Lichtwardt
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Midori Lichtwardt

Interim City Manager

TENANT

Riya Enterprise LLC

By 

Jay Vyas, President

Riya Enterprise, LLC

APPROVED AS TO FORM:

City Attorney

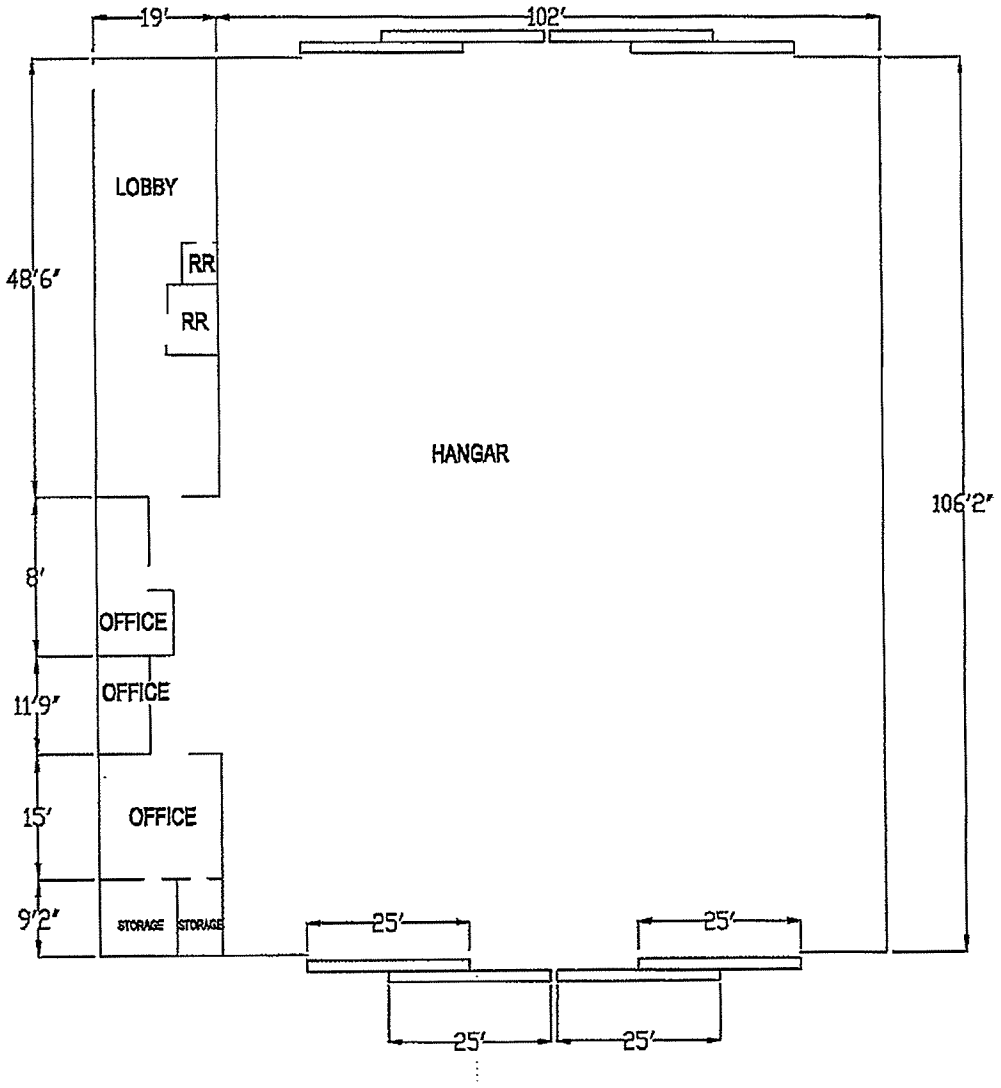
DocuSigned by:

By Bijal Patel
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Exhibit "A"

FLOOR PLAN SHOWING APPROXIMATE DIMENSIONS OF THE LEASED FACILITY



*all dimensions are approximate

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Exhibit "B"





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Exhibit "C"



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FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

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assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

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v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

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which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

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39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-235

APPROVING A NEW LEASE BETWEEN THE CITY OF TRACY AND RIYA ENTERPRISES, LLC FOR FIXED BASE OPERATION FACILITIES AT THE TRACY MUNICIPAL AIRPORT, FOR A TERM OF TEN YEARS, AT AN INITIAL MONTHLY BASE RENT OF $2,843.00.

WHEREAS, Lessor acquired the real property located at 5749 South Tracy Blvd., Tracy, CA ("Property"), and commonly known as the Tracy Municipal Airport ("Airport"), from the United States Government pursuant to the powers granted in the United States Surplus Property Act of 1944, as amended ("Act"), through a grant deed dated May 6,1947; and

WHEREAS, Said grant deed conveyed to Lessor fee title to the Property, subject to various deed restrictions and encumbrances, one of which is that the Property may be used for "public airport purposes only"; and

WHEREAS, Skyview Aviation, LLC (Skyview), operating as a Specialized Aeronautical Services Operator has leased the main hangar and office facility at the Airport since January 1, 2007; and

WHEREAS, On March 1, 2022, Skyview negotiated to sell their business to Riya Enterprise LLC (Riya), which entity is interested in leasing the main hangar and office facility leased by Skyview and also becoming a Fixed Based Operator; and

WHEREAS, The City desires to lease to Riya, and Riya desires to lease from Lessor, a portion of the Property through a long-term lease, to operate a fixed base operation facility and to provide aeronautical services to Airport users and the general public; and

WHEREAS, The City has determined that Riya has the capacity to operate such facilities and provide such services, which will benefit the aeronautic public in and around the City; and

WHEREAS, A long-term lease of public land is considered a "disposition" under the California Surplus Land Act (Government Code 54220 et seq.), but not under the Tracy Municipal Code ("Code"); and

WHEREAS, Pursuant to the authority granted in Resolution 2022-179, Lessor has declared the entire Property "exempt surplus property" pursuant to Government Code Section 54221(G) of the California Surplus Land Act, which provides that exempt surplus land includes land that is subject to valid legal restrictions that are not imposed by the local agency and that

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would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site; and

WHEREAS, California Housing and Community Development has approved the exempt surplus declaration by the City; and

WHEREAS, Pursuant to Section 2.20.280(a) of the Tracy Municipal Code, the City Council may authorize the execution of leases with terms up to 55 years, unless the provisions of Government Code 37380 are followed; and

WHEREAS, Pursuant to Resolution 2022-179, the City Council authorized staff to negotiate the terms of this Lease,with Riya; and

WHEREAS, Staff has negotiated a final form of Lease for the City Council's consideration and approval, which form is attached hereto as Exhibit A; and

WHEREAS, The proposed Lease is for a term of ten years at an initial monthly base rent of $2843.00; and NOW, THEREFORE, BE IT

RESOLVED, That the City Council of the City of Tracy hereby approves the new Lease attached as Exhibit A, between the City of Tracy and Riya Enterprises, LLC for Fixed Base Operation Facilities at the Tracy Municipal Airport; and be it further

RESOLVED: That the City Council hereby authorizes the City Manager, in consultation with the City Attorney, to make minor edits to the form of the Lease, so long as any such modifications do not reduce the benefits to the City or increase the obligations to the City; and be it further

RESOLVED: That the the proposed Lease is exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the California Code of Regulations Title 14.

* * * * * * * * * * * *

The foregoing Resolution 2023-235 was adopted by the Tracy City Council on the 5th of December, 2023, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

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FIRST AMENDMENT

This First Amendment ("**First Amendment**") to that certain Lease Agreement between the City of Tracy ("**Lessor**") and Riya Enterprise, LLC, a California limited liability company ("**Lessee**") for Fixed Base Operation Facilities, dated December 1, 2023 ("**Lease**"), is entered into as of the last date of signature below. Lessor and Lessee shall, collectively, be referred to as the "**Parties**".

RECITALS

A. Pursuant to the Lease, Lessor leased to Lessee and Lessee leased from Lessor the Premises, consisting of certain Hangar Area and Apron Area at the Property, as further defined in the Lease. Any capitalized terms used but not defined herein will have the same meaning ~~set~~ forth in the Lease.

B. Section 47 of the Lease prohibits Lessee from an encumbrance on any improvement, land, or property on the Premises owned by Lessor in order to obtain loan financing.

C. Lessee seeks a small business loan ("**Business Loan**") from Genisys Credit Union ("**Lender**") for Lessee's business assets, and Lessor is willing to modify the Lease to provide certain protections to Lender.

D. This First Amendment was authorized by the City Council pursuant to Resolution 2024-____, dated July 2, 2024.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Lease as follows:

1. **Paragraph 28 of the Lease is modified and amended by the addition of Section J as follows:**

"J. (1) Lessor agrees to subordinate, upon the terms and conditions set forth in this Lease to Lender any and all liens, including distraint and levy, against only the moveable chattel personal property of Lessee located on the Premises expressly identified in Exhibit G of this Lease ("**Collateral**"), in which personal property Lender has or will have a security interest as collateral for the Business Loan.

(2) Lessee, and by extension Lender, acknowledges and agrees that Lessor's subordination set forth in subparagraph (1) does not, in any way, affect, modify or limit the power of the City of Tracy to impose a lien on the Collateral through its regulatory powers, statutory powers, imposed by law, in each case in the ordinary course of governing business and any such lien shall have priority over Lender's rights and the Loan, as otherwise set forth

in the law. For the avoidance of doubt and by way of example only, regulatory powers could include the imposition of tax liens, takings and condemnation proceedings.

(3) In no event shall Lessor have any express or implied obligation to subordinate, assign, or convey any interest in property of Lessor located on the Premises, including, without limitation, fixtures and structures, now or later affixed to the Premises.

2. Paragraph 37(B) of the Lease is replaced in its entirety as follows:

"B. (1) Upon the occurrence of Lessee's Default, Lessor may terminate the Lease and Lessee's right to possession of the Premises, upon giving thirty (30) days prior written notice to Lessee and Lender. Lender shall have the right, but shall not be required, to cure such Default during the applicable cure period provided to Lessee under the Lease.

(2) Prior to Lease termination, upon receipt by Lessor 24-hours written notice and identification from Lender, Lessor shall grant access to the Premises to Lender for purposes of removal by Lender of any Collateral subject to Lender's security interest with the understanding that the Lender shall have the obligation to repair any damage to the Premises during removal.

(3) After termination of the Lease, Lender shall remove all such Collateral no later than sixty (60) days, after which, any and all rights of Lender to the Collateral and access to the Premises shall terminate. Lender shall not have any duty or obligation to remove or dispose of any Collateral or other property left on the Premises by Lessee.

(4) Upon termination of the Lease, Lessor has the right to recover from Lessee all unpaid Rent, plus interest, at the maximum rate permitted by law, in addition to any other rights or remedies that may exist in equity or law."

B. Effect. The Parties hereto ratify the Lease and, except as expressly modified by this First Amendment, all provisions of the Lease will remain unchanged and in full force and effect.

C. Automatic Termination. Lessee acknowledges and agrees that Lessor is consenting to this specific Loan with Lender only and that the terms of this Amendment shall automatically terminate should the Loan be refinanced or closed.

D. Entire Agreement. This First Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This First Amendment will not be valid and enforceable until executed by all of the Parties hereto. This First Amendment may not be modified or altered except through a subsequent writing signed by both of the Parties.

E. Counterparts. This First Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties agree to be bound by the terms and conditions of this First Amendment as of the date first set forth above.

LESSOR:

City of Tracy, a California municipal corporation

By: _____
Name: Nancy D. Young
Its: Mayor

LESSEE:

Riya Enterprise, LLC, a California limited liability company.

By: DocuSigned by: Jay Vyas AE1CDB22FBB4472... 6/10/2024 | 2:(
Name: Jay Vyas
Its: Authorized Signatory

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to Form and Legality

_____
Bijal M. Patel, City Attorney
City of Tracy

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND RIYA ENTERPRISES, LLC (LESSEE) FOR FIXED BASE OPERATION FACILITIES AT THE TRACY MUNICIPAL AIRPORT, TO ADD LENDER PROTECTIONS IN CONNECTION WITH A SMALL BUSINESS LOAN SECURED BY LESSEE USING ITS BUSINESS ASSETS AS COLLATERAL

WHEREAS, on December 5, 2023, the City of Tracy and Riya Enterprises, LLC doing business as Skyview Aviation (Lessee) entered into a ten-year lease agreement (Lease), pursuant to the authority granted in Resolution 2023-235; and

WHEREAS, the Lease allows for various aeronautical services to be provided at the Tracy Municipal Airport through a third party, while at the same time providing needed revenue for the Airport Fund; and

WHEREAS, in the Lease, Lessee is operating as a Fix-Based-Operator (FBO) and is providing services such as: flight instruction school, maintenance and repair of aircraft, and aircraft sales; and

WHEREAS, Lessee seeks a small business loan from Genisys Credit Union (Lender) to finance business operations; and

WHEREAS, Section 47 of the Lease (Attachment B) prohibits Skyview Aviation from using any improvements, land, or property on the airport owned by the City as collateral for loan financing ensuring the City's assets remain unencumbered by third-party claims, safeguarding public property and financial stability; and

WHEREAS, originally, the Lender was seeking that the City agree to an assignment of the leasehold interest and a subordination of the City's rights to the Lender's loan; and

WHEREAS, after much discussion, the Lender has removed those requirements and has accepted, instead, standard lender protection language and a subordination of the City's rights to only Lessee's business assets, which the City has none in its capacity as lessor (the City will preserve any regulatory rights to lien such business assets); and

WHEREAS, to facilitate the loan, staff is recommending an amendment to the existing Lease to protect the Lender's interests without compromising the City's control over its property or the City's obligations to the Federal Aviation Administration (FAA) or other requirements; and

WHEREAS, there is no fiscal impact to Airport Fund; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves Amendment No. 1 to the Lease Agreement between the City of Tracy and Riya Enterprises, LLC for Fixed Base Operation Facilities at the Tracy Municipal Airport in the form attached hereto as Attachment A; and be it further

RESOLVED: That the proposed amendment modifies only lender protection provisions, which have no physical impact on the environment, and is therefore not considered a "project" under the California Environmental Quality Project.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on July 2, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 2, 2024

Agenda Item 1.I

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving Amendment No. 1 to the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. an Arizona Limited Liability Corporation, to increase the total compensation by $12,527, for a Not-To-Exceed amount of $563,027, for premanufactured customized containers for the Temporary Emergency Housing Facility, Phase II Site Improvements.

EXECUTIVE SUMMARY

This agenda seeks that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) approving Amendment No. 1 (**Amendment**) to the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. (**Vendor**) an Arizona Limited Liability Corporation (**Agreement**), to increase the total compensation by $12,527, for a Not-To-Exceed amount of $563,027, for the premanufactured customized containers to provide restrooms, showers, laundry, a mechanical room, and storage units for the Temporary Emergency Housing Facility, Phase II Site Improvements.

The Tracy Homelessness Advisory Committee heard this item on June 20, 2024 and recommends that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

The City and Vendor entered into a Purchase Agreement for Goods, Commodities, and Ancillary Services, approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099.

The scope of the Agreement included the design, manufacture, and on-site ancillary services for ten (10) customized containers to provide restrooms, showers, laundry, mechanical room, and storage units for the Temporary Emergency Housing Facility, Phase II Site Improvements.

During the building code review of the Vendor's final designs of the restroom, shower, and laundry units, it was determined that additional fixtures, emergency lighting and building materials were required to meet California Code requirements. The original cost proposals were based on a conceptual plan before code requirements had been fully identified. The proposed Amendment reflects additional costs for labor and materials for emergency exit lighting, additional insulation required by California energy efficiency codes, floor drains, electrical equipment, and additional fixtures to comply with California codes.

On July 5, 2023, the City Council authorized the purchase of eight (8) custom container dormitories from the Vendor, pursuant to Resolution 2023-140, to be installed as part of the Phase IV interim facility improvements. Phase IV opened in December of 2023, providing housing for an additional 38 individuals. Four additional restroom and shower units are required to serve the occupants of Phase IV. The four additional units will be under a separate agreement, however size of the mechanical room design included in the current Agreement was

according to the anticipated Phase II occupancy of 68 residents. Modifications to the mechanical room design are required to expand the capacity to serve the additional four (4) restroom and shower containers and to provide permanent restroom and shower facilities for Phase IV.

On-site ancillary services for the installation of enclosure panels between the container units, work planned to be provided by the Vendor, have been removed from the Agreement. That work will be complete as part of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project.

Staff recommends the proposed Amendment to the Agreement to include additional design services for modifications to the mechanical unit to meet the increased capacity needs, the additional costs related to code compliance, change in project scope for on-site ancillary services and the increase of the total compensation by $12,527, for a Not-to-Exceed amount of $563,027.

FISCAL IMPACT

The Temporary Emergency Homeless Shelter, CIP 71112, is an approved Capital Improvement Project with a total budget of $20,947,654. There are sufficient funds available in the project for the proposed Amendment with the Vendor, with funding as follows:

Funding Source	Budget	Expenses	Balance
American Rescue Plan Act - City of Tracy	$ 4,500,000	$ 4,229,546	$ 270,454
San Joaquin County (ARPA) R1	$ 3,661,113	$ 3,661,113	$ -
San Joaquin County (ARPA) R2	$ 7,167,798	$ -	$ 7,167,798
HHAP	$ 329,240	$ 329,240	$ -
HHAP R2	$ 414,042	$ 414,042	$ -
Federal Grant	$ 3,000,000	$ -	$ 3,000,000
CDBG (4 Grants)	$ 1,185,461	$ 836,294	$ 349,167
Housing Asset Funds	$ 690,000	$ 101,979	$ 588,021
Current Budget	$ 20,947,654	$ 9,572,214	$ 11,375,440

CEQA DETERMINATION

A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. This action implements the project identified in the Notice of Exemption and no further environmental review is necessary.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2021-2023 Strategic Priorities, Public Safety Strategy Plan, Goal No. 2, Implementation of the Adopted Homelessness Strategic Plan, Item No. 1, to secure capital funding to construct a Temporary Emergency Housing Facility.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving Amendment No. 1 to the Purchase Agreement for Goods, Commodities, and Ancillary Services with Linked Equipment, LLC. an Arizona Limited Liability Corporation, to increase the total compensation by $12,527, for a Not-To-Exceed amount of $563,027, for premanufactured customized containers for the Temporary Emergency Housing Facility, Phase II Site Improvements.

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Kimberly Murdaugh, Interim Assistant City Manager
Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A-Resolution 2022-099
Attachment B-Amendment No. 1-Purchase Agreement with Linked Equipment, LLC.
Attachment C-Executed Purchase Agreement with Linked Equipment, LLC.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2022-099

APPROVING A PROCUREMENT AGREEMENT WITH LINKED EQUIPMENT, LLC, FOR THE PURCHASE OF PRE-MANUFACTURED RESTROOM, SHOWER, LAUNDRY, STORAGE AND MECHANICAL BUILDING STRUCTURES IN THE AMOUNT OF $550,000 FOR INSTALLATION AS PART OF THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370 W. ARBOR AVENUE

WHEREAS, The City Engineer's Office has finalized the construction documents for Site Improvements at the Temporary Emergency Housing Project, CIP 71112, at Arbor Avenue, with a significant part of the project to include the purchase and installation of ten (10) pre-manufactured building structures, including a restroom, shower, laundry, storage, and mechanical building structures; and

WHEREAS, The City Council, on December 21, 2021, via Resolution No. 2021-198, authorized the direct purchase of a total of 10 structures for the Temporary Emergency Housing Facility Project from Linked Equipment, LLC, of Phoenix, Arizona; and

WHEREAS, The City Council, on September 1, 2020, authorized the creation of a Capital Improvement Project, the Temporary Emergency Housing Project, CIP 71112, to fund the improvements at 370 W. Arbor Avenue; and

WHEREAS, The vendor, Linked Equipment, Inc., manufactures restroom, shower, laundry, storage and mechanical building structures that come fully equipped with all required interior furnishings including heating and ventilation equipment, and at this time, they are the only company identified, available and willing to customize the structures to the City's requirements for accessibility and privacy, and are also certified by the California Department of Housing and Community Development (HCD) to produce these types of pre-fabricated structures to meet California building code requirements; and

WHEREAS, By purchasing the structures in advance and directly from the manufacturer, staff expects to minimize production time delays to the Project; now, therefore, be it

RESOLVED, That the City Council of the City of Tracy hereby approves, via resolution, the Procurement Agreement for the purchase of ten (10) pre-manufactured structures, one (1) equipment enclosure and ancillary services for design and technical support in the amount not-to-exceed $550,000 for installation as part of the Temporary Emergency Housing Project, CIP 71112, at 370 W. Arbor Avenue.

Description	Qty.	Unit Cost	Total
Three Unit Restroom (1 ADA, 2 STD) – 20' modified container	2	$50,759.61	$101,519.22
Five Unit Shower (2 ADA, 3 STD) – 40' modified container	2	$92,500	$185,000.00
Laundry – 4 sets of washer/dryers (2 ADA, 2 STD) 20' modified container	1	$67,081.31	$67,081.31
Mechanical Room – two 100-gallon water heaters, electrical frames	1	$32,219.10	$32,219.10
Operations Storage – 20' modified container with lighting and ventilation	3	$13,050.50	$39,151.50
Storage – 40' modified container with three (3) six-foot-wide roll up doors	1	$16,223.50	$16,223.50
Complex Enclosure – panels to close spaces between structures	1	$6,727.00	$6,727.00
Ancillary Services – Engineering Design	1	$47,896.00	$47,896.00
Ancillary Services – Technical Support	1	$9,067.50	$9,067.50
		Total	**$550,500**

* * * * * * * * * * *

The foregoing Resolution 2022-099 was passed and adopted by the Tracy City Council on the 5th day of July 2022, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTENTION: COUNCIL MEMBERS: NONE

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the City of Tracy, California

CITY OF TRACY
AMENDMENT NO. 1
TO THE PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY SERVICES WITH LINKED EQUIPMENT, LLC., PHOENIX, ARIZONA

This Amendment No. 1 (**Amendment**) to the Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Linked Equipment, LLC. an Arizona Limited Liability Corporation (LLC) (**Vendor**). City and Vendor are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The City and -Vendor entered into a Purchase Agreement for Goods, Commodities, and Ancillary Services (Agreement) was approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099.

B. The Agreement scope included the design, manufacture, and on-site ancillary services for of ten (10) customized containers to provide restrooms, showers, laundry, a mechanical room, and storage units for the Temporary Emergency Housing Facility, Phase II Site Improvements.

C. During the building code review of the Vendor's final designs of the restroom, shower, and laundry units, it was determined that additional fixtures, emergency lighting and building materials were required to meet California Code requirements. The original cost proposals were based on a conceptual plan before code requirements had been fully identified. Additional costs for labor and materials for emergency exit lighting, additional insulation required by California energy efficiency codes, floor drains, electrical equipment, additional fixtures were required to be included to comply with California codes, are included in this Addendum.

D. On July 5, 2023, the City Council authorized the purchase of eight (8) custom container dormitories from the Vendor, pursuant to Resolution 2023-140, to be installed as part of the Phase IV interim facility improvements. Phase IV was opened in December of 2023, providing housing for an additional 38 individuals. The mechanical room design, included in the Agreement, was sized for the Phase II occupancy of 68 residents. Modifications to the mechanical room design are now required to expand the capacity to serve the additional four (4) restroom and shower containers required to provide permanent restroom and shower facilities for Phase IV.

E. On-site Ancillary Services for the installation of enclosure panels between the container units, planned to be provided by the Vendor, have been removed from the Agreement, and included in the construction of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project.

F. This Amendment is being executed pursuant to Tracy Municipal Code Section 2.20.140 to include additional design services for modifications to the mechanical unit to meet the changed project site occupancy and additional costs related to code compliance, and the increase the total compensation by $12,527, for a Not-to-Exceed amount of $563,027.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. . **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.

2. . **Terms of Amendment.**

A. Section 1. of the Agreement is hereby amended by deleting the text of Section 1.1 and Section 1.2 in their entirety and substituting in place thereof the following underlined text:

GOODS. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached Exhibit A, and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in Exhibit A.

SERVICES. The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached Exhibit B-1 (Ancillary Services). Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

B. Section 3. of the Agreement is hereby amended by deleting the text of Section 3 in its entirety and substituting in place thereof the following underlined text:

PURCHASE PRICE. City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D-1**, attached and incorporated by reference. The purchase price will be broken down by price of the Goods, and the price of the Ancillary Services, with a total calculation at the end.

3.1 NOT TO EXCEED AMOUNT. Vendor's total contract amount, for the aggregate of the Goods and the Ancillary Services, under this Agreement shall not exceed $563,345. No work shall be performed by Vendor in excess of the total contract amount provided in the section without the City's prior written approval.

3.2 INVOICES. Vendor shall submit invoices per the outlined schedule in Purchase of Goods and Ancillary Services in Exhibits A and B. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.

3.3 PAYMENT. Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City."

C. Exhibit A of the Agreement is hereby amended to include Exhibits A-8 and Exhibit A-11.

D. Exhibit B of the Agreement is deleted and replaced by Exhibit B-1.

E. Exhibit D of the Agreement is deleted and replaced by Exhibit D-1.

3. Effect of Amendment. This Amendment represents the complete and entire agreement and understanding between the parties and supersedes any prior agreement and understanding (written or oral) concerning the subject matter contained herein. Except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect. The parties hereto acknowledge and agree that the recitals set forth are true and correct, and are incorporated into this Amendment. This Amendment will not be binding until fully executed by the parties.

4. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Tracy	Linked Equipment, LLC. (An Arizona LLC)
By: _____	By: Mark Pike
Nancy Young	Mark Pike
Title: Mayor	Title: President
Date: _____	Date: 06/12/2024

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form.

By: _____
Bijal Patel, City Attorney

Exhibits:
A-8 CO-1 Restroom & Shower Fixtures
A-9 CO-2 Mechanical Room Modifications
A-10 CO-3 Credit for Enclosure Doors
A-11 CO-6 Laundry Room Electrical Panel Size Change
B-1 Ancillary Services
D-1 Purchase Price



Printed: Mar 1, 2023
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Owner Invoice

Job Information

Jessica Tyler
Tracy, CA

Invoice Title: Change Order #001
Invoice ID: 03012023

Invoice Amount: $22,878.00
Amount Paid: $0.00

Pending/Released

Items	Cost Types	Description	Qty/Unit	Unit Cost	Price
Flush Valves Pumps Valves and Tanks	Material	Flush valves for the six lavatories that are replacing tanks	6.00	$232.50	$1,395.00
Emergency Pull Cord w/ Strobe Emergency activation switch	Material	Emergency pull cord system w/ strobe alarm this was added by client	16.00	$255.75	$4,092.00
Vapor Seal Insulation Vapor Barrier insulation	Material	Vapor seal insulation for each container building in the complex this was added by engineers top meet the California new title 24 code	6.00	$1,550.00	$9,300.00
Floor Drains Floor Drain	Material	ZURN Floor Drain: 2 in Pipe Dia., Cast Iron, Polished Nickel Bronze, 6 1/4 in Ht this was added to each restroom it was not on original proposal	6.00	$155.00	$930.00
Lavatory Seat Cover Dispensers Dispensers	Material	Seat cover dispensers for the lavatories added by customer	6.00	$77.50	$465.00
Robe Hooks Hooks	Material	Coat Hook and Bumper added by customer	10.00	$12.40	$124.00
Automatic Soap Dispenser soap dispensers	Material	Touchless soap dispenser for ADA restrooms added by customer	6.00	$37.20	$223.20
Occupancy Deadbolt	Material	Double-Sided Deadbolt with Occupancy Indicator - ADA Compliant added by customer	16.00	$164.30	$2,628.80

Items	Cost Types	Description	Qty/Unit	Unit Cost	Price
HANDLE					
Emergency Lights emergency light	Material	Bug-Eye Emergency Exit Lights w/ Battery Back-Up added by engineering	16.00	$232.50	$3,720.00

Description of Invoice

Deadline Date:
Balance Due: $22,878.00

EXHIBIT A-8



Printed: Jun 10, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA

Change Order ID
0001

Tracy, CA - 40' Showers

CO ID	Created / Approved Date		Price
0001	Created: Pending...	Aug 21, 2023	$682.00

Description
Mirrors City of Tracy wanted mirrors in each shower room

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
full length mirrors Mirrors	Material	shatter proof mirrors for every room in the shower containers	10	$68.20	$682.00

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: $682.00

CHANGE ORDER 1
RESTROOOMS $22,878.00
SHOWERS $ 682.00
TOTAL CHANGE ORDER NO. 1 $23,560.00

EXHIBIT A-9

Printed: May 8, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA

Change Order ID
002

Tracy, CA - 20' Mechanical room

CO ID	Created / Approved Date	Price
001	Created: May 8, 2024	$9,354.00

Description
Water Heaters Panel box & Rec Pump Upgrades

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Water Heaters Credit for two Hot Water Heater	Material	Credit for two Water Heaters	2	-$2,650.50	-$5,301.00
Water heater 120 gal Hot Water Heater	Material	Three 120 gal water heater	3	$3,410.00	$10,230.00
Labor: additional labor Labor - General	Labor	additional labor	10	$93.00	$930.00
Rec Pump Pump	Material	2400-45S-3P Taco 2400 Series Stainless Steel Circulating Pump according to the email shared dated 4/4/2024	1	$1,402.50	$1,402.50
Plumbing materials Plumbing Materials	Material	additional materials to install 3rd water heater and rec pump & upgraded panel box	1	$1,550.00	$1,550.00
Credit for 150Amp NEMA 3 Mechanical unit Electric Panel	Material	Credit given for the NEMA 3 electric panel which was supposed to be installed on Mechanical unit (Electrical and Janitor unit)	1	-$930.00	-$930.00

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
150Amp NEMA 1 panel for Mechanical Unit Electric Panel	Material	New 150 Amp NEMA 1 Electric panel to be installed inside the Mechanical Unit (Electrical and Janitor unit)	1	$930.00	$930.00
Expansion Tank Tanks	Material	Expansion tank needed in the mechanical room Its a rough estimate as the calculations are yet to be completed by DOTEC to give a correct size of expansion tank	1	$542.50	$542.50

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: $9,354.00

EXHIBIT A-10

Printed: May 8, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

Tracy, CA

Change Order ID
0003

Tracy, CA - Doors & Panels between containers

CO ID	Created / Approved Date		Price
0001	Created:	May 8, 2024	-$2,520.00

Description
Change Order for Doors and Panels

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for Doors and Frames at the end of the 6 building complex Doors & Frames	Material		2	-$900.00	-$1,800.00
Credit for Labor Labor	Labor		12	-$60.00	-$720.00

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: -$2,520.00

EXHIBIT A-11

Printed: May 8, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA 95304

Change Order ID
0006

Tracy, CA - 20' Laundry Unit

CO ID	Created / Approved Date		Price
0001	Created:	May 8, 2024	$3,366.60

Description
Change Order Laundry Unit

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for 200Amp Panel for Laundry Unit Electric Panel	Material	Credit for 200Amp panel for Laundry Unit included in the proposal	1	-$1,550.00	-$1,550.00
400Amp Electric Panel for Laundry Unit Electric Panel	Material	New 400Amp Panel to replace the old 200Amp panel	1	$4,916.60	$4,916.60

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: $3,366.60

EXHIBIT B-1 – ANCILLARY SERVICES

Engineering, Design and Third-Party Permitting Services – Page B-2	$47,896.00
Change Order No. 5 Engineering, Design, and Third-Party Permitting Services for mechanical room capacity change – Page B-X	$2,260.00
Total Engineering, Design and Third-Party Permitting Services	**$50,156.00**
Technical On-Site Support Services – Page B-4	$9,067.50
Change Order No. 4 – Per Memo Deletes Work for On-Site Services	$(9,067.50)
Total Technical Support Services	$ 0.00
Total Ancillary Services	**$50,156.00**

EXHIBIT B-1

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler, KPA GROUP
(608) 345-6370

Tracy, CA

Print-date: 4-4-2022

The following describes MEP engineering will be accomplished by Arbedili engineering, the structural will be accomplished by Dotec engineering and the third part inspector and submitting plans to the state of California will be Intertek
Linked Equipment will coordinate all plans and have our draftsman draw all buildings up.
The following is a list of all services that will be needed to get the project approved.

Attached Files:

Price Breakdown

Code	Description	Qty / Unit
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 40' shower units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 40' showers units	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 40' shower units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 20' restrooms	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 20' restrooms	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 20' restroom units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the 20' Laundry unit & 20' Mechanical room	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 40' storage and three 20' storage units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 40' storage and three 20' storage units	1

Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the one 40' storage and three 20' storage units	1
Draftsman	Draftsman, designing, working with engineers and third party inspector	1

Total Price: $47,896.00

The total price for these services is $47,896.00
Once payment is received the following estimated times will happen:
Draftsman will take up to two weeks to get the drawing ready for engineering, once ready we will send a copy to you for final approval prior to sending them to engineering.
Submit drawings and any cut sheets to engineering, MEP will take about two weeks to get back, structural we should have prior to MEP.
Once we have engineering plans back we will submit to the third party inspectors they will take about a week to review and then submit to the state of California.
After the plans have been submitted to the state we can look forward to at least a month for the state to get back to us with red lines, on a job this size will take about a week to turn around the redlines.
Once the state receives the redlines we should get final approval within two weeks.
After the third party has inspected the drawings and has submitted to the state we should be in a good enough position to start the builds
Thank you
Mark Pike
Linked Equipment LLC
480-560-5221

LINKED EQUIPMENT

Printed: May 8, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

Tracy, CA

Change Order ID
0005

Tracy, CA - Engineering & Drafting

CO ID	Created / Approved Date		Price
0005	Created:	Apr 30, 2024	$2,260.00

Description
Change Order for Engineering

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for Keith's Work MEP engineering	Subcontractor	Credit for Keith's work offered by DOTec	1	-$2,700.00	-$2,700.00
Reworking Recirculation pump MEP engineering	Subcontractor	Reworking the recirculation pump, plumbing for all 6 units, adding expansion tank	1	$4,960.00	$4,960.00

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: $2,260.00

EXHIBIT B-1

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler , KPA GROUP
(608) 345-6370

Tracy, CA

Print-date: 4-4-2022

Here is the proposal to send two techncians up to the site for three days, hotel, car , additional insurance and the City of Tracy business license.

Price Breakdown

Code	Description	Qty / Unit
Flights	air fair to SFO round trip	2
Labor - Off-Site	three days two technicians	48
Perdiem		6
Hotel room	two nights one room	2
Car rental	car rental	1
Insurance	general, auto workmans comp added top policy	1
Registration & Lic	city of Tracy lic	1

Total Price: $9,067.50

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

MAIN 209.831.6000
FAX 209.831.6120
www.ci.tracy.ca.us

Memorandum

Date: June 11, 2024

To: Mark Pike
Linked Equipment LLC.

From: Ilene Macintire, Senior Civil Engineer

Subject: Agreement Amendment and Deletion of On-Site Technical Services

Mark,

I am preparing an Amendment to the 2022 Agreement with Linked Equipment to address the changes that have occurred.

The City has included the installation of the enclosure panels and doors in the construction contract for the site improvements, so we will not need Linked Equipment staff to come to the site to do that installation. Therefore work included the Agreement for On-Site Technical Services will be deleted.

The Linked Equipment change orders all showed as No. 0001, so I have edited the numbers per the information below. I do not need Linked to provide corrected change orders.

Here are the items I am listed as changed in the Amendment:

Change Orders - Goods

CO-1	Restroom & Shower Fixtures	$23,560.00
CO-2	Mechanical Room Capacity	$9,354.00
CO-3	Credit For Enclosure Doors	-$2,520.00
CO-6	Laundry Room Electrical Panel Size Change	$3,644.34

Change Orders - Services

CO-4	Delete On-Site Ancillary Services	-$9,067.50
CO-5	Engineering & Drafting Mechanical Room Capacity	$2,260.00

PURCHASE PRICE

STRUCTURES AND ACCESSORIES	
STRUCTURES AND ACCESSORIES AS DESCRIBED IN EXHIBIT A: F.O.B. 370 W. ARBOR AVENUE, TRACY, CA, USA,	$512,871.00
ANCILLARY SERVICES	
ENGINEERINGS, DESIGN, AND THIRD PARTY INSPECTIONS: As Described in Exhibit B-1	$50,156.00
TECHNICAL SUPPORT SERVICES: AS Described in Exhibit-B - Deleted from Agreement	$0.00

TOTAL (NOT TO EXCEED) **$563,027.00**

CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY SERVICES WITH LINKED EQUIPMENT, LLC.
PHOENIX, ARIZONA

This Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Linked Equipment, LLC. an Arizona Limited Liability Corporation (LLC) (**Vendor**). City and Vendor are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City is actively pursuing the construction of Temporary Emergency Housing, CIP 71112, pursuant to which the City may provide up to 68 beds on a nightly basis to unhoused residents in the City, along with ancillary services (**Project**), on City-owned land of 4.8 acres located at Arbor Avenue (**Project Site**).

B. The Project is partially being funded by Community Development Block Grant (**CDBG**) funds, through the Department of Housing and Urban Development (**HUD**), and partially with local funds.

C. During preliminary design, City staff researched the available options for restroom, shower, laundry and storage structures suitable for timely implementation of the Project and initially concluded that purchasing ten prefabricated container units of varying sizes (**Goods**) was the best option for meeting the City's timeframe for implementing the Project.

D. City staff contacted multiple vendors who could provide modified single trip shipping containers for use as restrooms and locker rooms. Linked Equipment, Inc., was the only vendor that was both licensed by the California Department of Housing and Community Development (HCD) and willing to meet the City's specifications for the accessible interior layouts and the types of materials that would be utilized to outfit the interior of the facilities.

E. Staff determined that Vendor possesses the skills, experience, and certification required to provide the requisite Goods for the Project and that the Vendor was the only manufacturer able to provide the City with the required Goods within the City's timelines.

F. Under Chapter 14.1.4 Non-competitive Proposals section of the CDBG procurement guidelines, the City can procure a single-sourced item when that item is only available from that single source.

G. Consistent with the authority granted in Resolution No. 2021-198, the Parties have reached an agreement for the City's purchase of the agreed-upon Goods and ancillary services by the terms outlined in this Agreement.

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Now, therefore, the Parties mutually agree as follows:

1. **CITY PURCHASE.**

   1.1. **GOODS.** The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached **Exhibit A** and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit A**.

   1.2. **SERVICES.** The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached **Exhibit B** (**Ancillary Services**). Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

   1.3. **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution of Goods or Ancillary Services, without the prior written authorization of the City. All Ancillary Services shall be performed by or under the direct supervision of, the Vendor's Authorized Representative: Mark Pike, President. Vendor shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement. A list of all personnel who will be conducting the Ancillary Services in conjunction with this Agreement will be outlined in **Exhibit B**.

2. **DELIVERY DATES.** The Goods must be shipped and must arrive at the destination of 370 W Arbor Avenue, Tracy CA, 95304 and Ancillary Services must be provided by the Vendor as outlined in the detailed Delivery Timeline, specified in **Exhibit C.**

   2.1 Any failure by the vendor to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any Goods and Ancillary Services not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

3. **PURCHASE PRICE.** City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D,** attached and incorporated by reference. The purchase price will be broken down by price of the Goods, and the price of the Ancillary Services, with a total calculation at the end.

   3.1 **NOT TO EXCEED AMOUNT.** Vendor's total contract amount, for the aggregate of the Goods and the Ancillary Services, under this Agreement shall not exceed $550,000. No work shall be performed by Vendor in excess of the total

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contract amount provided in this section without the City's prior written approval.

3.2 **INVOICES.** Vendor shall submit invoices per the outlined schedule in Purchase of Goods and Ancillary Services in **Exhibits A** and **B**. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.

3.3 **PAYMENT.** Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City.

4. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Purchase Agreement at any time prior to the delivery of Goods and Ancillary Services, with or without cause, by giving Vendor written notice, provided that if the termination is without cause, then Vendor shall be entitled to payment for the value of the percentage of completion as to any units already under production to the extent such amount of the amount in excess of any down payment amounts previously paid by the City. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.

5. **BREACH**. In the event of a breach of the Purchase Agreement by Vendor, City may terminate the Purchase Agreement immediately without notice, may reduce payment to the Vendor in the amount necessary to offset City's resulting damages, may procure substitute Goods or Ancillary Services at Vendor's expense, and/or may pursue any other available recourse against Vendor. Vendor may not terminate this Purchase Agreement except for cause.

6. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) destination if not otherwise specified. Risk of loss or damage to the Goods must remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Ancillary Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Ancillary Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Ancillary Services that do not conform to the terms and conditions outlined under **Exhibits A** and **B**. Any Goods and Ancillary Services rejected may be returned to the Vendor at the Vendor's risk and expense.

7. **INDEMNIFICATION.** Vendor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Vendor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

7.1 **DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Vendor" means the Vendor, its employees, and agents; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any

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and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

7.2 **PROVISION SURVIVAL.** The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.

8. **INSURANCE**. Vendor shall, throughout the duration of this Agreement, maintain insurance to cover Vendor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

8.1 **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

8.2 **AUTOMOBILE LIABILITY.** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

8.3 **WORKERS' COMPENSATION.** coverage shall be maintained as required by the State of California.

8.4 **ENDORSEMENTS**. Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

8.4.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

8.4.2 For any claims related to this Agreement, Vendor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

8.5 **NOTICE OF CANCELLATION**. Vendor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Vendor shall immediately obtain a replacement policy.

8.6 **INSURANCE CERTIFICATE.** Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

8.7 **SUBSTITUTE CERTIFICATES**. Vendor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

8.8 **VENDOR'S OBLIGATION**. Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

9. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

10. **TAXES**. The Vendor must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of Goods and Ancillary Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Purchase Agreement, the Purchase Price will be considered to include state and city sales or use tax.

11. **WARRANTY**. The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications.

    11.1 The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Ancillary Services and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Ancillary Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

12. **DUTY TO DEFEND**. Vendor agrees, (1) at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be defended**) from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or

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are in any manner connected with: (i) the Goods and Ancillary Services provided pursuant this Purchase Agreement; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent or other intellectual property right related to the Goods and (iv) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor.

12.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

13. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS. Vendor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. NOTICES. All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party at the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
Ilene Macintire, P.E.
Senior Civil Engineer, Engineering Division
City of Tracy, Development Services
333 Civic Center Plaza
Tracy, CA 95376

To Vendor:

Mark Pike
President
Linked Equipment, LLC.
3454 East Illini Street
Phoenix, AZ 85040

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

15. MISCELLANEOUS

15.1 STANDARD OF CARE. Unless otherwise specified in this Agreement, the standard of care applicable to Vendor's services will be the degree of skill and

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diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

15.2 **AMENDMENTS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

15.3 **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

15.4 **ASSIGNMENT AND DELEGATION.** Vendor may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

15.5 **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

15.6 **COMPLIANCE WITH THE LAW.** Vendor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

15.6.1 **HAZARDOUS MATERIAL.** Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

15.6.2 **NON-DISCRIMINATION.** Vendor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any third-party vendor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Vendor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

15.7 **BUSINESS ENTITY STATUS.** Vendor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Vendor. By entering into this Agreement, Vendor represents that it is not a suspended corporation. If Vendor is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.

15.8 **BUSINESS LICENCE.** Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.

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15.9 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

15.10 **CONSTRUCTION OF AGREEMENT**. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

15.11 **SEVERABILITY.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

15.12 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.

15.13 **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations, or agreements. All exhibits attached hereto are incorporated by reference herein.

16. **SIGNATURES**. The individuals executing this Agreement on behalf of Vendor represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Vendor.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

mp

City of Tracy

By: Nancy Young
Title: Mayor
Date: 9-30-2022

Attest:
Adrianne Richardson, City Clerk

Approved as to form:
Bijal Patel for
Bijal Patel
City Attorney

Vendor

Linked Equipment, LLC. (An Arizona LLC)

By: Mark Pike
Title: President
Date: 07-7-22

Federal Employer Tax ID No. 45-5270792

Exhibits:

A	Description of Goods
B	Description of Ancillary Services
C	Delivery Timeline
D	Purchase Price

EXHIBIT A – DESCRIPTION OF GOODS

The Vendor shall procure a total of ten (10) single trip steel shipping containers of varying sizes for the pre-manufacture of structures required by the City for use as restrooms, showers, laundry, storage and mechanical structures. The vendor will provide a set of restroom complex enclosure panels to secure the maintenance area between the various structures.

The Vendor shall prepare each shipping container for repurposing, shall design and engineer each container to meet the design specifications of the City and the requirements of the California Building Code, shall submit the stamped engineering design drawings for review and approval by a third party reviewer for compliance with California Department of Housing and Community Development (HCD), the regulatory agency for pre-manufactured structure requirements, and secure the stamped approvals from HCD for submittal to the City for review and approval.

Upon receipt of City approval of the stamped engineering design drawings, the Vendor shall manufacture the structures as described in the attached quotes and descriptions, fabricating all required components and providing all labor and materials, and shipping the completed the pre-manufactured structures to the City's project site to arrive at a time coordinated with the City and the City's general construction contractor.

The descriptions of each pre-manufactured structure can be found on the attached exhibits:

A-1 – Twenty Foot Restroom Structures (2)
A-2 – Forty Foot Shower Structures (2)
A-3 – Twenty Foot Storage Structures (3)
A-4 – Forty Foot Storage Structure
A-5 – Twenty Foot Mechanical Structure
A-6 – Restroom Complex Enclosure Panels
A-7 – Twenty Foot mechanical Structure

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date: 2-3-2022

Dear: Jessica
Thank you for contacting us about the possibility of custom designing and building your two 20' restroom units to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with three restrooms. The HVAC system in these buildings is the Daikin mini split system the unit is highly efficient and has an estimated 30-year lifespan. (24000 BTU)

The following is a list of materials and labor utilized for your two 20' restroom units:

Attached Files:











Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 20' - STANDARD - NEW	New one trip container HC	2
#Customer Container Delivery	Phoenix to Tracy CA	2
Transportation	Longbeach to Phoenix	2
Electric Panel	125 amp panel	2
industrial Flooring	industrial rubber floor with five inches up the wall	2
Daikin Mini Split HVAC	24000 BTU split with three blowers 7000 BTU each plus set lines	2
Exhaust fans & Vents	Three exhaust fans	6

LED Ceiling Light	four foot ceiling lights LED	6
EXTERIOR - Doors	Three steel commercial doors	6
DRYWALL	1/2 sheetrock installed	54
Wall Panels (FRP)	FRP walls and ceiling smooth side	54
Wall Panel Moulding (FRP)	molding in between each panel	2
COSP - MATERIALS - Welding	gas, pads, grinders, copper	2
Dome Lights	Three lights out by entrance door with dawn to dusk sensor	6
Flooring - Sub Floor	six inch sub floor	2
labor	general construction, plumbing, electrical, painting, welding	350
Plumbing Materials	plumbing materials, pipe, pex, fitting	2
Light Switches	switch in each room	6
Exterior Paint	Epoxy color of choice	10
METAL - STUDS & TRACKING	Studs and tracking 1 5/8 studs	2
Rolled Insulation	R-19 walls and R-30 on ceiling	2
Sinks	wall mounted and backing in walls to reinforce sinks	6
Floor mounted toilet w/ seal	floor mounted	6
GFI outlets	110 volt GFI by each sink	6
Double roll toilet paper dispenser	double roll	6
ADA Metal Bars	three ADA bars around the toilet in each ADA restroom	6
Mirrors	six mirrors above each sink	6
Paper towel dispenser	Paper towel dispenser	6
Miscellaneous	unforeseen	2
METAL - SQUARE - 2-IN	20' stick of 2" tubing to frame doors	6
COSP - MATERIALS - Welding	Gas, copper, grinding wheels, sanding paper	2

Total Price: $101,519.22

The price with delivery is: $101,519.22
We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within 6 to 8 weeks of deposit depending on the state approval
This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.
Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040
480-560-5221 cell
602-314-6020 ex 413 office

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

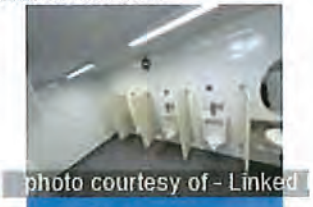
Tracy, CA

Print-date: 2-3-2022

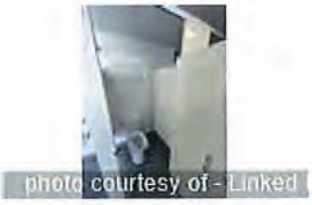
Dear: Jessica
Thank you for contacting us about the possibility of custom designing and building your two 40' shower units to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with three ADA showers and two 32" x 32" standard showers and ADA shower. The HVAC system in these buildings is the Daikin split system the unit is highly efficient and has an estimated 30-year lifespan. (48,000 BTU with five 9000 BTU blowers)

The following is a list of materials and labor utilized for your 40' shower unit:

Attached Files:











Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 40' - NEW (ONE TRIP)	new one trip 40' HC container	2
Transportation	Longbeach to Phoenix	2
Customer Container Delivery	Phoenix to Tracy CA	2
Electric Panel	150 amp electrical panel with breakers, BX wire, fitting	2
Daikin Mini Split HVAC	48,000 BTU five 9000 BTU blowers	2

Exhaust Fans	small exhaust fans in all five rooms engineering may come back with different fans	10
Doors & Frames	Ten industrial metal doors	10
Dome Lights	Ten lights outside of each door	10
4' LED Light	ceiled 4' LED lights	10
Bench	Salsbury Industries18 in. H x 36 in. W x 9 1/2 in. D Wood Locker Bench in Light Brown Wood	10
Light Switches	light switch in each room	10
Smoke Detector	smoke detector in each room	10
Plumbing Materials	pipe, pex, fittings	2
Flooring - Sub Floor	six inch sub floor with 3/4 plywood	2
Vinyl flooring	industrial rubber flooring also five inches up the wall as base board to insure a easy cleaning	2
METAL - STUDS & TRACKING	metal stud's and tracking	2
Insulation	R-19 walls and floor and R-30 ceiling with fiber seal to create continues insulation	2
SheetRock	1/2 sheet rock install only no tape and texture	100
Wall Panels (FRP)	White smooth side easy cleaning	100
Wall Panel Moulding (FRP)	molding match the white FRP	2
labor	general construction, electrical, plumbing, painting welding	450
32 x 32 Shower Stalls	two fiberglass shower stalls, with hooks, curtain, drain and valve in each building	4
ADA Shower stall	six handy cap shower stalls with benches inside	6
Floor Drains	Stainless Steel Linear Shower Drain in front of each shower stall	10
Exterior Paint	exterior paint color choice by customer	20
Miscellaneous	unforeseen	2
METAL - SQUARE - 2-IN	twelve sticks of two inch tubing to frame doors and exhaust fans	12
COSP - MATERIALS - Welding	Gas, copper, grinding wheels, sanding paper	2

Total Price: $185,000.00

The price with delivery for both shower buildings is: $185,000.00
We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within 8 to 10 weeks of deposit and depending on the approval of the state of California.
This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.
Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date: 2-3-2022

Dear: Jessica

Thank you for contacting us about the possibility of custom designing and building your three 20' standard storage units to suit your needs. Our process of custom transforming three used refurbished standard shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with double man door in the end of the containers, with one whirly bird vents, interior 4' LED lights, one porch light, light switch and 100 amp single phase electrical panels.

The following is a list of materials and labor utilized for your 20' units:

Attached Files:







Price Breakdown

Code	Description	Qty / Unit
20' Refurbished standard container	three used refurbished 20' containers	3
Transportation	Longbeach to Phoenix	3
Customer Container Delivery	delivery on a drop deck	3
Man Door with sweep 6" plate and handle	Double man door	3
Metal	one twenty foot sticks of two inch tubing	3
labor	cutting, welding, painting, installing doors, loading and unloading	90
Overhead - Welding Materials	gas, plasma cutter, copper, grinding wheels, pads	3
Paint	Paint inside and out	30
Vent - Whirleybird	LOMANCO14 in. Mill Finish Aluminum Internally Braced Whirlybird Wind	3

	Turbine Model# BIB14	
Electric Panel	four 100 amp single phase electrical panels with breakers	3
Conduit	Conduit to run electrical	3
Light Switches	three light switches	3
Dome Lights	three porch lights outside of entrance door	3
Unistrut	Unistrut weld lights, conduit, switches	3
4' LED Light	Two lights each building	6
Miscellaneous	Unforeseen items	1
COSP - MATERIALS - Welding	Gas, copper, plasma, grinding wheels, sanding pads	3

Total Price: $39,151.50

The price with delivery is: $39,151.50
We require 50% down payment before construc on begins and the remaining balance is due once construc on is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within 10 days of deposit.
This proposal's price and es mated delivery dates are only good for 30 days from the date of this proposal.
Please let us know if you have any ques on or would like to discuss addi onal building modifica ons to meet your specific needs.

Thank you

Mark Pike
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040
480-560-5221 cell
602-314-6020 ex 413 office

LINKED EQUIPMENT

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date: 2-3-2022

Dear: Jessica
Thank you for contacting us about the possibility of custom designing and building your forty-foot HC storage unit to suit your needs. Our process of custom transforming re-purposed shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with three six foot wide roll up door, new paint inside and out and two whirly bird vents.
The following is a list of materials and labor to complete your two unit

Attached Files:


photo courtesy of - Linked


photo courtesy of - Linked


photo courtesy of - Linked


photo courtesy of - Linked

Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 40' - HIGH-CUBE - USED	refurbished 40' HC container	1
#Customer Container Delivery	Phoenix- Tracey CA	1
EXTERIOR - Doors	six feet wide	3
2 x 2 tubing	two inch tubing framing roll up door and vents	4
PAINT - INTERIOR	epoxy	8
PAINT - EXTERIOR	epoxy choice of color	10
Miscellaneous	unforeseen	1
COSP - MATERIALS - Welding	gas, copper, pads, plasma	1
LABOR HOURS	general labor, cutting, welding, sanding, install doors, painting	25
Transportation	Longbeach Ca to Phoenix	1
Vent - Whirleybird	LOMANCO14 in. Mill Finish Aluminum Internally Braced Whirlybird Wind Turbine Model# BIB14	2

Total Price: $16,223.50

The price is with delivery is $16,223.50

Should you have any questions please let me know.
Thank you
Mark Pike
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040
480-560-5221 cell
602-314-6020 ex 413

LINKED EQUIPMENT

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date: 2-3-2022

Dear: Jessica
Thank you for contacting us about the possibility of custom designing and building your 20' mechanical unit to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. We have included two 100 gallon commercial grade hot water heaters to service the other buildings dividing wall, mop sink.

The following is a list of materials and labor utilized for your 20' unit:

Attached Files:

Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 20' - STANDARD - NEW	New one trip standard 20' container	1
#Customer Container Delivery	Phoenix to Tracy, CA	1
Transportation	Longbeach to Phoenix	1
Daikin Mini Split HVAC	no HVAC	0
Electric Panel	150 amp electrical panel	1
Industrial metal man door	Two industrial man doors	2
Dome Lights	porch light	1
PAINT - EXTERIOR	five gallon of exterior paint customers choice of color	5
Metal	two sticks of two inch tubing to frame doors	1
Light Switches	two light switches	2
GFI outlets	110 volt and 208 volt receptacles	6
4' LED Light	two four foot LED lights	2
METAL - STUDS &	metal studs and tracking to install walls	1

TRACKING		
FiberGlass Insulation	R-19 insulation R30 in ceiling	1
PLYWOOD - 1/2-IN SANDED	1/2 plywood walls and ceiling	23
Molding	Rubber floor molding 4" around the floor	1
PAINT - INTERIOR	Primer and paint plywood	6
labor	construction, plumbing, electrical, cutting, welding, painting	90
COSP - MATERIALS - Welding	Gas, copper, grinding pads, cutting wheels	1
Miscellaneous	unforeseen	1
Water Heater	Westinghouse100 Gal. Lifetime 4500-Watt Electric Water Heater with Durable 316l Stainless Steel Tank Model# WEC100C2X045 Commercial grade	2
Pass through	six passthroughs	6
mop sink	Glacier BayAll-in-One 24 in. x 24 in. 20 Gal. Freestanding Laundry Tub in White, with Non-Metallic Pull-Out Faucet in Chrome Model# LT2007WWHD	1
Plumbing Materials	pex, pipes	1
Flooring - Sub Floor	six sub floor	1

Total Price: $32,219.10

The price with delivery is: $32,219.10
We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within four weeks of deposit.
This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.
Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040
480-560-5221 cell
602-314-6020 ex 413 office



3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date: 2-3-2022

Hi Jessica
Here are the panels and the two doors for the homeless shelter complex

Price Breakdown

Code	Description	Qty / Unit
Doors & Frames	doors on the end of the complex	2
Wall Panels	tubing and metal from container to make panels in-between each container	4
labor	assemble and make all panels and door pack up and send with buildings	32
Miscellaneous	unforeseen	1

Total Price: $6,727.00

The total price is $6,727.00
We will construct the panels and door and pack them. They would be shipped with the other buildings. The price does not include install on site
Should you have any questions please give me a call
Thank you
Mark Pike
Linked Equipment LLC
480-56-5221

Signature: _____

Print Name: _____

Date: _____

LINKED EQUIPMENT

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler
(608) 345-6370

Tracy, CA

Print-date: 3-1-2022

Dear: Jessica

Thank you for contacting us about the possibility of custom designing and building your 20' Laundry unit to suit your needs. Our process of custom transforming new one trip shipping containers into useful, efficient and sustainable structures is both environmentally responsible and practical. Shipping containers are extremely strong and durable with an indefinite lifespan. Our structures are designed and engineered to meet city and state building codes as well as conform to California building standards. In addition, the building is equipment with washers and dryers, laundry sinks. There is no subfloor installed on this building.

The HVAC system in these buildings is the Daikin mini split system the unit is highly efficient and has an estimated 30-year lifespan. (24,000 BTU)

The following is a list of materials and labor utilized for your 20' laundry unit:

Price Breakdown

Code	Description	Qty / Unit
CONTAINER - 20' - STANDARD - NEW	New one trip High Cube 20' container	1
#Customer Container Delivery	Phoenix to Tracy, CA	1
Transportation	Longbeach to Phoenix	1
Daikin Mini Split HVAC	Mini split system 24,000 BTU with one blower	1
Electric Panel	200 amp electrical panel with enough breakers to handle all the washer and dryers	1
Industrial metal man door	One industrial metal door 72" x 80"	1
Dome Lights	porch light	1
PAINT - EXTERIOR	five gallon of exterior paint customers choice of color	5
Metal	three sticks of two inch tubing to frame out door and exhaust fan	2
Light Switches	one light switches	1
GFI outlets	thirteen 110 volt receptacles	13
Exhaust Fans	Hampton Bay50 CFM Wall/Ceiling Mount Roomside Installation Bathroom Exhaust Fan, ENERGY STAR	1
Sink - Wall Mount - w/	BayAll-in-One 24.125 in. x 21.375 in. x 35 in. Stainless Steel Laundry Sink with	2

Faucet & Drain	Faucet and White Storage Cabinet Model# 1521US-24-262	
4' LED Light	two four foot LED lights	2
METAL - STUDS & TRACKING	metal studs and tracking to install walls	1
FiberGlass Insulation	R-19 insulation R 30 in ceiling	1
DRYWALL - 1/2-IN	1/2 sheetrock installed only	1
PLYWOOD - 1/2-IN SANDED	five sheet of plywood to laydown on floor	5
Rolled Flooring	Industrial rubber flooring five inches up the wall	1
labor	construction, plumbing, electrical, cutting, welding, painting	165
COSP - MATERIALS - Welding	Gas, copper, grinding pads, cutting wheels	1
Miscellaneous	unforeseen	1
Wall Panels (FRP)	Flat surface FRP	19
Wall Panel Moulding (FRP)	White to match the FRP	1
CLOTHES DRYER	LSEE5AGS173 Speed Queen Electric Stack Dryer TW01 Manual Control, 240/60//1 white	1
Floor Drain	Linear Floor drain	1
CLOTHES WASHER	LTEE5ASP175 Speed Queen Electric Stack washer and dryer TW01 Manual Control, 120-240/60/1	3
METAL - SQUARE - 2-IN	two 20' sticks of 2" tubing	2
Plumbing Materials	pex, pipe, fittings	1
Hose Rack	stainless steel hoses and dryer kit plus clamps	10
Flooring - Sub Floor	six inch sub floor	1
CLOTHES WASHER	LFNE5BSP115 Speed Queen Front Load washer TW01 Manual Control 120/60/1 white	1
CLOTHES DRYER	LDEE5BGS173 Speed Queen Front Load Electric Dryer	1

Total Price: $67,081.31

The price with delivery is: $67,081.31 this price includes the washer and dryer that client has picked out
We require 50% down payment before construction begins and the remaining balance is due once construction is complete and the building is set on the truck for delivery. Any expense incurred in such to move the building off the delivery trailer shall be incurred by the customer.

We can have the building built within four to ten weeks depending on how quickly the state of California take to approve plans.
This proposal's price and estimated delivery dates are only good for 30 days from the date of this proposal.
Please let us know if you have any question or would like to discuss additional building modifications to meet your specific needs.

Thank you

Mark Pike
Linked Equipment LLC
3454 East Illini Street
Phoenix, AZ 85040

EXHIBIT B – ANCILLARY SERVICES

Engineering, Design and Third-Party Permitting Services	$47,896.00

- See attached Page B – 2 for detailed description of Engineering and Design Services

Technical Support Services	$9,067.50

- See attached Page B – 4 for detailed description of Technical Support Services

Total Ancillary Services	**$56,963.50**

EXHIBIT B

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler, KPA GROUP
(608) 345-6370

Tracy, CA

Print-date: 4-4-2022

The following describes MEP engineering will be accomplished by Arbedili engineering, the structural will be accomplished by Dotec engineering and the third part inspector and submitting plans to the state of California will be Intertek
Linked Equipment will coordinate all plans and have our draftsman draw all buildings up.
The following is a list of all services that will be needed to get the project approved.

Attached Files:

Price Breakdown

Code	Description	Qty / Unit
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 40' shower units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 40' showers units	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 40' shower units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 20' restrooms	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 20' restrooms	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 20' restroom units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the 20' Laundry unit & 20' Mechanical room	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 40' storage and three 20' storage units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 40' storage and three 20' storage units	1

EXHIBIT B

Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the one 40' storage and three 20' storage units	1
Draftsman	Draftsman, designing, working with engineers and third party inspector	1

Total Price: $47,896.00

The total price for these services is $47,896.00
Once payment is received the following estimated times will happen:
Draftsman will take up to two weeks to get the drawing ready for engineering, once ready we will send a copy to you for final approval prior to sending them to engineering.
Submit drawings and any cut sheets to engineering, MEP will take about two weeks to get back, structural we should have prior to MEP.
Once we have engineering plans back we will submit to the third party inspectors they will take about a week to review and then submit to the state of California.
After the plans have been submitted to the state we can look forward to at least a month for the state to get back to us with red lines, on a job this size will take about a week to turn around the redlines.
Once the state receives the redlines we should get final approval within two weeks.
After the third party has inspected the drawings and has submitted to the state we should be in a good enough position to start the builds
Thank you
Mark Pike
Linked Equipment LLC
480-560-5221

LINKED EQUIPMENT

TERMS OF SALE AGREEMENT

This Terms of Sale Agreement (Agreement) is between LINKED EQUIPMENT LLC and its affiliates (Manufacturer) and Purchaser (Customer), who each agree as follows:

1. TERMS OF ALL SALES: (a) All sales of Manufacturer's Products to Customer shall be made under and subject to the provisions of the Manufacturer's quotation, order acknowledgement, and this Agreement. (b) Unless otherwise established by Manufacturer, all sales will be due and payable before shipment. Deposits may be required. (c) All shipping expenses, such as freight, delivery charges etc. are the customer's responsibility. (d) Sales and use taxes, or fees of any kind, if any, shall be paid by Customer. (e) For any non-catalog items, Customer will furnish Manufacturer with specifications and Manufacturer will furnish Customer with a price quote. Unless otherwise stated on the quotation, all items quoted will be Manufacturer's standard design and materials and may represent an alternative to the item requested. It is the Customer's responsibility to determine the acceptability/reliability of the specifications delivered to Manufacturer and further, the use of the Product for the purposes of the end-user/customer before placing an order with Manufacturer. (f) All weights, gages, dimensions and tolerances for Manufacturer's Products will be subject to standard permissible variations as determined by the manufacturer. (g) No orders placed with Manufacturer will be delayed except as may be specifically agreed in writing at time of acceptance of order. If an order is delayed before manufacturing is complete it shall be subject to revised current pricing when it is released to proceed. If an order is partially or fully manufactured and delayed from shipping, the Customer agrees to pay storage fees of .2% (2/10ths of a percent) of the order price per day, and third-party storage fees if applicable. If a there is shipping delay by the Customer, all invoices for the order must be paid immediately, periodic storage fees will be due on receipt, and any balance due must be paid in full before shipment. (h) Should an order be cancelled, the Customer shall be responsible to pay Manufacturer per its cancellation policy (see paragraph 6). Under no circumstance, shall the customer not pay for Manufacturer's work completed or purchases made for the order.

3. CLAIMS AGAINST MANUFACTURER: If the Customer believes it has a claim of any nature whatsoever against the Manufacturer, it shall give the Manufacturer written notice with detailed explanation and pictures, within ten (10) days of the occurrence of the event upon which the claim is based. See paragraph 14 for the required delivery method. In default of such notice and proper delivery, the claim is waived.

5. PRODUCT LIABILITY: (a) Manufacturer shall be responsible only for repairing manufacturing defects of the Product. Manufacturer shall not be liable for any damages or expenses caused directly or indirectly by Customer or third parties as a result of scheduling, delivery, construction, handling, installation, assembly,

EXHIBIT B

LINKED EQUIPMENT

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler , KPA GROUP
(608) 345-6370

Tracy, CA

Print-date: 4-4-2022

Here is the proposal to send two techncians up to the site for three days, hotel, car , additional insurance and the City of Tracy business license.

Price Breakdown

Code	Description	Qty / Unit
Flights	air fair to SFO round trip	2
Labor - Off-Site	three days two technicians	48
Perdiem		6
Hotel room	two nights one room	2
Car rental	car rental	1
Insurance	general, auto workmans comp added top policy	1
Registration & Lic	city of Tracy lic	1

Total Price: $9,067.50

_____

_____

_____

DELIVERY TIMELINE

Exhibit "C" – Delivery Timeline

Delivery will be determined when all conditions of the Purchase Agreement have been met. Delivery is typically 6-8 weeks, after all State approvals are received. Once the order is processed, Linked Equipment's Contract Manager will contact the City to coordinated shipping and Technical Consultant arrival dates

The Vendor will cooperate in coordinating the delivery schedule with the City and the City's Site Improvement Contractor.

PURCHASE PRICE

STRUCTURES AND ACCESSORIES	
STRUCTURES AND ACCESSORIES AS DESCRIBED IN EXHIBIT A: F.O.B. 370 W. ARBOR AVENUE, TRACY, CA, USA,	$478,762.57
ANCILLARY SERVICES	
ENGINEERINGS, DESIGN, AND THIRD PARTY INSPECTIONS: As Described in Exhibit B	$47,896.00
TECHNICAL SUPPORT SERVICES: AS Described in Exhibit B	$9,067.50

TOTAL (NOT TO EXCEED) **$550,000.00**

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE PROCUREMENT AGREEMENT WITH LINKED EQUIPMENT, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, TO INCREASE THE TOTAL COMPENSATION BY $12,527, FOR A NOT-TO-EXCEED TOTAL OF $563,027 FOR PREMANUFACTURED CUSTOMIZED CONTAINERS FOR THE TEMPORARY EMERGENCY HOUSING FACILITY, PHASE II SITE IMPROVEMENTS

WHEREAS, On December 21, 2021, pursuant to Resolution 2021-198, the City Council authorized the direct purchase of a total of 10 structures for the Temporary Emergency Housing Facility Project from Linked Equipment, LLC., (Vendor) Phoenix, AZ.; and

WHEREAS, The City and vendor entered into an Agreement for Goods, Commodities, and Ancillary Services (Agreement) which was approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099; and

WHEREAS, The proposed amendment to the Agreement reflects additional costs for labor and materials for emergency exit lighting, additional insulation required by California energy efficiency codes, floor drains, electrical equipment, and additional fixtures required to comply with California codes; and

WHEREAS, The mechanical room design, included in the Agreement, was sized for the Phase II occupancy of 68 residents and modifications to the mechanical room design are required to expand the capacity to serve the additional four (4) restroom and shower containers to provide permanent restroom and shower facilities for Phase IV; and

WHEREAS, On-site ancillary services for the installation of enclosure panels between the container units, planned to be provided by the vendor, have been removed from the Agreement, and included in the construction of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project; and

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on June 20, 2024 and recommended that the City Council adopt this proposed Resolution; and

NOW, THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That the City Council hereby authorizes the execution of Amendment No. 1 to the Agreement as reflected in Attachment 1, to include design services for modifications to the mechanical unit to meet increased capacity needs and additional costs related to code compliance, and to increase the total compensation by $12,527, for a Not-to-Exceed amount of $563,027.

* * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on July 2, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

(1) Amendment No. 1 to Purchase Agreement-Linked Equipment, LLC.

CITY OF TRACY
AMENDMENT NO. 1
TO THE PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY SERVICES WITH LINKED EQUIPMENT, LLC., PHOENIX, ARIZONA

This Amendment No. 1 (**Amendment**) to the Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Linked Equipment, LLC. an Arizona Limited Liability Corporation (LLC) (**Vendor**). City and Vendor are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The City and -Vendor entered into a Purchase Agreement for Goods, Commodities, and Ancillary Services (Agreement) was approved by the City Council on July 5, 2022, pursuant to Resolution 2022-099.

B. The Agreement scope included the design, manufacture, and on-site ancillary services for of ten (10) customized containers to provide restrooms, showers, laundry, a mechanical room, and storage units for the Temporary Emergency Housing Facility, Phase II Site Improvements.

C. During the building code review of the Vendor's final designs of the restroom, shower, and laundry units, it was determined that additional fixtures, emergency lighting and building materials were required to meet California Code requirements. The original cost proposals were based on a conceptual plan before code requirements had been fully identified. Additional costs for labor and materials for emergency exit lighting, additional insulation required by California energy efficiency codes, floor drains, electrical equipment, additional fixtures were required to be included to comply with California codes, are included in this Addendum.

D. On July 5, 2023, the City Council authorized the purchase of eight (8) custom container dormitories from the Vendor, pursuant to Resolution 2023-140, to be installed as part of the Phase IV interim facility improvements. Phase IV was opened in December of 2023, providing housing for an additional 38 individuals. The mechanical room design, included in the Agreement, was sized for the Phase II occupancy of 68 residents. Modifications to the mechanical room design are now required to expand the capacity to serve the additional four (4) restroom and shower containers required to provide permanent restroom and shower facilities for Phase IV.

E. On-site Ancillary Services for the installation of enclosure panels between the container units, planned to be provided by the Vendor, have been removed from the Agreement, and included in the construction of the Phase II Site Improvements at the Temporary Emergency Housing Facility (TEHF) Project.

F. This Amendment is being executed pursuant to Tracy Municipal Code Section 2.20.140 to include additional design services for modifications to the mechanical unit to meet the changed project site occupancy and additional costs related to code compliance, and the increase the total compensation by $12,527, for a Not-to-Exceed amount of $563,027.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. . **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.

2. . **Terms of Amendment.**

A. Section 1. of the Agreement is hereby amended by deleting the text of Section 1.1 and Section 1.2 in their entirety and substituting in place thereof the following underlined text:

GOODS. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached Exhibit A, and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in Exhibit A.

SERVICES. The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached Exhibit B-1 (Ancillary Services). Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

B. Section 3. of the Agreement is hereby amended by deleting the text of Section 3 in its entirety and substituting in place thereof the following underlined text:

PURCHASE PRICE. City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D-1**, attached and incorporated by reference. The purchase price will be broken down by price of the Goods, and the price of the Ancillary Services, with a total calculation at the end.

3.1 NOT TO EXCEED AMOUNT. Vendor's total contract amount, for the aggregate of the Goods and the Ancillary Services, under this Agreement shall not exceed $563,345. No work shall be performed by Vendor in excess of the total contract amount provided in the section without the City's prior written approval.

3.2 INVOICES. Vendor shall submit invoices per the outlined schedule in Purchase of Goods and Ancillary Services in Exhibits A and B. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.

3.3 PAYMENT. Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City."

C. Exhibit A of the Agreement is hereby amended to include Exhibits A-8 and Exhibit A-11.

D. Exhibit B of the Agreement is deleted and replaced by Exhibit B-1.

E. Exhibit D of the Agreement is deleted and replaced by Exhibit D-1.

3. Effect of Amendment. This Amendment represents the complete and entire agreement and understanding between the parties and supersedes any prior agreement and understanding (written or oral) concerning the subject matter contained herein. Except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect. The parties hereto acknowledge and agree that the recitals set forth are true and correct, and are incorporated into this Amendment. This Amendment will not be binding until fully executed by the parties.

4. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Tracy	Linked Equipment, LLC. (An Arizona LLC)
By: _____	By: Mark Pike
Nancy Young	Mark Pike
Title: Mayor	Title: President
Date: _____	Date: 06/12/2024

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form.

By: _____
Bijal Patel, City Attorney

Exhibits:
A-8 CO-1 Restroom & Shower Fixtures
A-9 CO-2 Mechanical Room Modifications
A-10 CO-3 Credit for Enclosure Doors
A-11 CO-6 Laundry Room Electrical Panel Size Change
B-1 Ancillary Services
D-1 Purchase Price



Printed: Mar 1, 2023
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Owner Invoice

Job Information

Jessica Tyler
Tracy, CA

Invoice Title: Change Order #001
Invoice ID: 03012023

Invoice Amount: $22,878.00
Amount Paid: $0.00

Pending/Released

Items	Cost Types	Description	Qty/Unit	Unit Cost	Price
Flush Valves Pumps Valves and Tanks	Material	Flush valves for the six lavatories that are replacing tanks	6.00	$232.50	$1,395.00
Emergency Pull Cord w/ Strobe Emergency activation switch	Material	Emergency pull cord system w/ strobe alarm this was added by client	16.00	$255.75	$4,092.00
Vapor Seal Insulation Vapor Barrier insulation	Material	Vapor seal insulation for each container building in the complex this was added by engineers top meet the California new title 24 code	6.00	$1,550.00	$9,300.00
Floor Drains Floor Drain	Material	ZURN Floor Drain: 2 in Pipe Dia., Cast Iron, Polished Nickel Bronze, 6 1/4 in Ht this was added to each restroom it was not on original proposal	6.00	$155.00	$930.00
Lavatory Seat Cover Dispensers Dispensers	Material	Seat cover dispensers for the lavatories added by customer	6.00	$77.50	$465.00
Robe Hooks Hooks	Material	Coat Hook and Bumper added by customer	10.00	$12.40	$124.00
Automatic Soap Dispenser soap dispensers	Material	Touchless soap dispenser for ADA restrooms added by customer	6.00	$37.20	$223.20
Occupancy Deadbolt	Material	Double-Sided Deadbolt with Occupancy Indicator - ADA Compliant added by customer	16.00	$164.30	$2,628.80

Items	Cost Types	Description	Qty/Unit	Unit Cost	Price
HANDLE					
Emergency Lights emergency light	Material	Bug-Eye Emergency Exit Lights w/ Battery Back-Up added by engineering	16.00	$232.50	$3,720.00

Description of Invoice

Deadline Date:
Balance Due: $22,878.00

EXHIBIT A-8



Printed: Jun 10, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA

Change Order ID
0001

Tracy, CA - 40' Showers

CO ID	Created / Approved Date		Price
0001	Created: Pending...	Aug 21, 2023	$682.00

Description
Mirrors City of Tracy wanted mirrors in each shower room

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
full length mirrors Mirrors	Material	shatter proof mirrors for every room in the shower containers	10	$68.20	$682.00

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: $682.00

CHANGE ORDER 1
RESTROOOMS $22,878.00
SHOWERS $ 682.00
TOTAL CHANGE ORDER NO. 1 $23,560.00

EXHIBIT A-9

Printed: May 8, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA

Change Order ID
002

Tracy, CA - 20' Mechanical room

CO ID	Created / Approved Date	Price
001	Created: May 8, 2024	$9,354.00

Description
Water Heaters Panel box & Rec Pump Upgrades

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Water Heaters Credit for two Hot Water Heater	Material	Credit for two Water Heaters	2	-$2,650.50	-$5,301.00
Water heater 120 gal Hot Water Heater	Material	Three 120 gal water heater	3	$3,410.00	$10,230.00
Labor: additional labor Labor - General	Labor	additional labor	10	$93.00	$930.00
Rec Pump Pump	Material	2400-45S-3P Taco 2400 Series Stainless Steel Circulating Pump according to the email shared dated 4/4/2024	1	$1,402.50	$1,402.50
Plumbing materials Plumbing Materials	Material	additional materials to install 3rd water heater and rec pump & upgraded panel box	1	$1,550.00	$1,550.00
Credit for 150Amp NEMA 3 Mechanical unit Electric Panel	Material	Credit given for the NEMA 3 electric panel which was supposed to be installed on Mechanical unit (Electrical and Janitor unit)	1	-$930.00	-$930.00

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
150Amp NEMA 1 panel for Mechanical Unit Electric Panel	Material	New 150 Amp NEMA 1 Electric panel to be installed inside the Mechanical Unit (Electrical and Janitor unit)	1	$930.00	$930.00
Expansion Tank Tanks	Material	Expansion tank needed in the mechanical room Its a rough estimate as the calculations are yet to be completed by DOTEC to give a correct size of expansion tank	1	$542.50	$542.50

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: $9,354.00

EXHIBIT A-10

Printed: May 8, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

Tracy, CA

Change Order ID
0003

Tracy, CA - Doors & Panels between containers

CO ID	Created / Approved Date		Price
0001	Created:	May 8, 2024	-$2,520.00

Description
Change Order for Doors and Panels

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for Doors and Frames at the end of the 6 building complex Doors & Frames	Material		2	-$900.00	-$1,800.00
Credit for Labor Labor	Labor		12	-$60.00	-$720.00

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: -$2,520.00

EXHIBIT A-11

Printed: May 8, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

370 W Arbor Ave
Tracy, CA 95304

Change Order ID
0006

Tracy, CA - 20' Laundry Unit

CO ID	Created / Approved Date		Price
0001	Created:	May 8, 2024	$3,366.60

Description
Change Order Laundry Unit

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for 200Amp Panel for Laundry Unit Electric Panel	Material	Credit for 200Amp panel for Laundry Unit included in the proposal	1	-$1,550.00	-$1,550.00
400Amp Electric Panel for Laundry Unit Electric Panel	Material	New 400Amp Panel to replace the old 200Amp panel	1	$4,916.60	$4,916.60

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: $3,366.60

EXHIBIT B-1 – ANCILLARY SERVICES

Engineering, Design and Third-Party Permitting Services – Page B-2	$47,896.00
Change Order No. 5 Engineering, Design, and Third-Party Permitting Services for mechanical room capacity change – Page B-X	$2,260.00
Total Engineering, Design and Third-Party Permitting Services	**$50,156.00**
Technical On-Site Support Services – Page B-4	$9,067.50
Change Order No. 4 – Per Memo Deletes Work for On-Site Services	$(9,067.50)
Total Technical Support Services	$ 0.00
Total Ancillary Services	**$50,156.00**

EXHIBIT B-1

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler, KPA GROUP
(608) 345-6370

Tracy, CA

Print-date: 4-4-2022

The following describes MEP engineering will be accomplished by Arbedili engineering, the structural will be accomplished by Dotec engineering and the third part inspector and submitting plans to the state of California will be Intertek
Linked Equipment will coordinate all plans and have our draftsman draw all buildings up.
The following is a list of all services that will be needed to get the project approved.

Attached Files:

Price Breakdown

Code	Description	Qty / Unit
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 40' shower units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 40' showers units	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 40' shower units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the two 20' restrooms	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the two 20' restrooms	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the two 20' restroom units	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 20' Laundry unit & 20' Mechanical room	1
Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the 20' Laundry unit & 20' Mechanical room	1
MEP engineering	Mechanical, electrical, plumbing Arbedili engineering lic in the state of California for the one 40' storage and three 20' storage units	1
ENG - STRUCTURAL	structural engineering including anchoring to the cement slabs Dotec engineering lic in the state of California for the one 40' storage and three 20' storage units	1

Intertek 3rd party inspector	third party inspectors, submitting engineering to the state of California for the one 40' storage and three 20' storage units	1
Draftsman	Draftsman, designing, working with engineers and third party inspector	1

Total Price: $47,896.00

The total price for these services is $47,896.00
Once payment is received the following estimated times will happen:
Draftsman will take up to two weeks to get the drawing ready for engineering, once ready we will send a copy to you for final approval prior to sending them to engineering.
Submit drawings and any cut sheets to engineering, MEP will take about two weeks to get back, structural we should have prior to MEP.
Once we have engineering plans back we will submit to the third party inspectors they will take about a week to review and then submit to the state of California.
After the plans have been submitted to the state we can look forward to at least a month for the state to get back to us with red lines, on a job this size will take about a week to turn around the redlines.
Once the state receives the redlines we should get final approval within two weeks.
After the third party has inspected the drawings and has submitted to the state we should be in a good enough position to start the builds
Thank you
Mark Pike
Linked Equipment LLC
480-560-5221

LINKED EQUIPMENT

Printed: May 8, 2024
3454 East Illini Street, Phoenix, AZ 85040
Phone: 602-314-6020

Change Order

Owner Info

Jessica Tyler
370 W Arbor Ave
Tracy, CA 95304
Phone: (608) 345-6370
Cell: +12098316378

Job Info

Tracy, CA

Change Order ID
0005

Tracy, CA - Engineering & Drafting

CO ID	Created / Approved Date		Price
0005	Created:	Apr 30, 2024	$2,260.00

Description
Change Order for Engineering

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Credit for Keith's Work MEP engineering	Subcontractor	Credit for Keith's work offered by DOTec	1	-$2,700.00	-$2,700.00
Reworking Recirculation pump MEP engineering	Subcontractor	Reworking the recirculation pump, plumbing for all 6 units, adding expansion tank	1	$4,960.00	$4,960.00

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: $2,260.00

EXHIBIT B-1

3454 East Illini Street • Phoenix, AZ 85040 • Phone: 602-314-6020

Jessica Tyler , KPA GROUP
(608) 345-6370

Tracy, CA

Print-date: 4-4-2022

Here is the proposal to send two techncians up to the site for three days, hotel, car , additional insurance and the City of Tracy business license.

Price Breakdown

Code	Description	Qty / Unit
Flights	air fair to SFO round trip	2
Labor - Off-Site	three days two technicians	48
Perdiem		6
Hotel room	two nights one room	2
Car rental	car rental	1
Insurance	general, auto workmans comp added top policy	1
Registration & Lic	city of Tracy lic	1

Total Price: $9,067.50

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

MAIN 209.831.6000
FAX 209.831.6120
www.ci.tracy.ca.us

Memorandum

Date: June 11, 2024

To: Mark Pike
Linked Equipment LLC.

From: Ilene Macintire, Senior Civil Engineer

Subject: Agreement Amendment and Deletion of On-Site Technical Services

Mark,

I am preparing an Amendment to the 2022 Agreement with Linked Equipment to address the changes that have occurred.

The City has included the installation of the enclosure panels and doors in the construction contract for the site improvements, so we will not need Linked Equipment staff to come to the site to do that installation. Therefore work included the Agreement for On-Site Technical Services will be deleted.

The Linked Equipment change orders all showed as No. 0001, so I have edited the numbers per the information below. I do not need Linked to provide corrected change orders.

Here are the items I am listed as changed in the Amendment:

Change Orders - Goods

CO-1	Restroom & Shower Fixtures	$23,560.00
CO-2	Mechanical Room Capacity	$9,354.00
CO-3	Credit For Enclosure Doors	-$2,520.00
CO-6	Laundry Room Electrical Panel Size Change	$3,644.34

Change Orders - Services

CO-4	Delete On-Site Ancillary Services	-$9,067.50
CO-5	Engineering & Drafting Mechanical Room Capacity	$2,260.00

PURCHASE PRICE

STRUCTURES AND ACCESSORIES	
STRUCTURES AND ACCESSORIES AS DESCRIBED IN EXHIBIT A: F.O.B. 370 W. ARBOR AVENUE, TRACY, CA, USA,	$512,871.00
ANCILLARY SERVICES	
ENGINEERINGS, DESIGN, AND THIRD PARTY INSPECTIONS: As Described in Exhibit B-1	$50,156.00
TECHNICAL SUPPORT SERVICES: AS Described in Exhibit-B - Deleted from Agreement	$0.00

TOTAL (NOT TO EXCEED) **$563,027.00**

July 2, 2024

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Professional Service Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services for the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project for an initial term of nineteen (19) months, with an administrative option to extend for one additional year, and a total not-to-exceed contract amount of $4,298,958.

EXECUTIVE SUMMARY

This agenda item seeks approval of a Professional Service Agreement (PSA) with Dewberry Engineers, Inc. of Manteca, California (Consultant), for a not-to-exceed contract amount of $4,298,958 to provide construction management services for the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Capital Improvements Project (CIP) 73147 (Project). The City's Consultant Selection Committee has carefully evaluated all the received proposals based upon the criteria described in the RFP and has determined that Dewberry Engineers Inc. demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services.

BACKGROUND AND LEGISLATIVE HISTORY

The Project was approved as a CIP with the Fiscal Year 2015/2016 Budget. The City of Tracy, as the Project Sponsor, has collaborated with the California Department of Transportation (Caltrans) in its development. The Project is crucial for the region as it will improve access to the growing fulfillment and distribution centers in the area, enhance safety, and benefit the regional and national economy. Moreover, it will enhance freight operations along a federal Primary Freight Network (PFN) Route. In 2020, the City received a $24.9 million grant from the California Transportation Commission (CTC) for the construction phase of the Project. The grant was then reprogrammed as Federal National Highway Freight Program (FNHFP) grants with no change to the grant amount.

The Project involves reconstructing the existing interchange to a Diverging Diamond Interchange (DDI), similar to the one at State Route (SR) 120 & Union Road in Manteca. The DDI will redirect traffic in both directions to the opposite side of the road while crossing Interstate 580 (I-580). This will provide direct left-turns to I-580 on-ramps and from I-580 off-ramps, allowing for free movements onto the interstate. Traffic signals will be installed where the diversion in traffic occurs. The ramp entrances will also be widened to accommodate turning movements. The overcrossing will be widened to accommodate three northbound lanes, two southbound lanes, Class II Bike Lanes, and a multiuse (bicycle and pedestrian) path in the middle of the overcrossing. The DDI configuration will maintain access to the existing gas station located west of I-580. A public roadway to the gas station will be built to realign their access to accommodate the DDI configuration and design.

Currently, the existing interchange does not provide pedestrian and bicycle facilities on the existing Patterson Pass Road overcrossing and approaches. The Project will eliminate this deficiency by incorporating complete streets design through the addition of Class II bike lanes and sidewalks, making it useful for all roadway users.

During the City Council meeting held on February 21, 2023, the Council passed the Resolutions of Necessity (RONs) to authorize the acquisition of fee simple interests, permanent easements, and/or temporary construction easements required for the construction of the Project. To obtain the $24.9 million Trade Corridor Enhancement Program (TCEP) grant and to achieve Ready to List status with Caltrans, the City adopted Resolution Nos. 2023-035, 2023-036, 2023-037, and 2023-038 on February 21, 2023, to file Eminent Domain proceedings that require the acquisition of certain property interests for the Project.

Additionally, Resolution No. 2023-043 approved Utility Agreements related to the relocation of existing utilities. Resolution No. 2023-044 approved the execution of a Cooperative Agreement between the City and Caltrans and the Right-of-Way Certification.

A PSA between the City and Mark Thomas and Company was authorized under Resolution No. 2018-216, and an amendment to the PSA was authorized under Resolution No. 2022-072. The PSA included the design of the Project with completed plans, specifications, and estimates.

On January 16, 2024, staff prepared and issued a Request for Proposals (RFP) for construction management services for the Project. The requested work included pre-construction services, construction management services during construction, public outreach, traffic management coordination, environmental coordination, quality assurance, and material testing services, Stormwater Pollution Prevention Plans, other services as necessary, and post-construction services (close out/claims).

On March 1, 2024, the City received a total of three proposals from:

1. WSP USA, Inc. of Stockton, California,
2. MNS Engineers, Inc. of Oakland, California, and
3. Dewberry Engineering Inc. of Manteca, California.

The City’s Consultant Selection Committee has carefully evaluated all the received proposals based upon the criteria described in the RFP and called the consultants for interviews.

On March 27, 2024, the City’s Consultant Selection Committee conducted interviews with the three consulting firms mentioned above. The committee has determined that Dewberry Engineers Inc. of Manteca, California, possess the skills, experience, and certifications required to provide the requested services and has determined that the Consultant demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services. Consultant has successfully completed a similar project for the City of Manteca, San Joaquin County. Staff negotiated with the Consultant to provide construction management services for this project on a time and material basis for an amount not to exceed amount of $4,298,958, which is reasonable and competitive.

ANALYSIS

The total estimated cost of this Project, if awarded to the lowest bidder, is as follows:

Construction Management (Dewberry Inc)	$4,298,958
Total Project Cost	$4,298,958

FISCAL IMPACT

The Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange, CIP 73147, is an approved Capital Improvement Project with a total budget of $50,877,000. On June 4, 2024, per Resolution 2024-085, the City Council awarded a construction contract for the Project to O.C. Jones & Sons, Inc., in a total not-to-exceed amount of $42,587,374.

Even after award of that contract, there are sufficient funds available in the project for the PSA, with funding as follows:

Funding Source	Budget	Expenses	Balance
242 - Measure K	$ 2,541,000	$ -	$ 2,541,000
TCEP Grant	$ 24,884,000	$ 24,884,000	$ -
363 - TIMP Traffic	$ 15,500,000	$ 13,651,708	$ 1,848,292
392 - RTIF	$ 7,952,000	$ 7,952,000	$ -
Current Budget	$ 50,877,000	$ 46,487,708	$ 4,389,292

PUBLIC OUTREACH/ INTEREST

Caltrans and the City of Tracy circulated the draft Initial Study/Mitigated Negative Declaration (IS/MND), in compliance with the California Environmental Quality Act (CEQA), for public comment and review on July 1, 2020. An opportunity for a public meeting was offered, but none was requested. All written comments received were addressed in the final IS/MND and in the Categorical Exclusion Determination (CE) in compliance with the National Environmental Protection Act (NEPA). The Resolutions of Necessity hearing for the required property acquisitions for the Project was conducted by City Council on February 21, 2023.

COORDINATION

The City's Engineering Division coordinated with several stakeholders including Caltrans, San Joaquin County, SJCOG (San Joaquin Council of Governments), Federal Highway Administration (FHWA), California Public Utility Commission, and public and private utility companies.

CEQA/NEPA DETERMINATION

As the Project has federal funds, compliance with both CEQA and NEPA are required. The final IS/MND (CEQA Approval), in accordance with Section 15164 of the CEQA Guidelines, and the CE (NEPA Approval) for the Project was obtained on February 25,

2021 under 23 U.S.C. 327. The request was reviewed under the provision of NEPA and other pertinent environmental reviews.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution to approve a Professional Service Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services for the Interstate 580/Patterson Pass Road/ International Parkway Diverging Diamond Interchange Improvements Project for an initial term of nineteen (19) months, with an administrative option to extend for one additional year, and a total not-to-exceed contract amount of $4,298,958.

Prepared by: Sharat Bandugula, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Professional Service Agreement – Dewberry Engineers Inc. (CIP 73147)

DocuSign Envelope ID: B656EB08-5529-402B-BE62-04BC7EDF7F29

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
DEWBERRY ENGINEERS INC., A CALIFORNIA CORPORATION FOR THE INTERSTATE 580/PATTERSONPASS/INTERNATIONAL PARKWAY DIVERGING DIAMOND INTERCHANGE IMPROVEMENTS PROJECT (CIP 73147).

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **DEWBERRY ENGINEERS INC.,** a California Corporation] ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the professional services of Consultant to provide preconstruction construction management services, construction management services during construction, public outreach, traffic management coordination, environmental coordination, quality assurance and material testing services, Stormwater pollution prevention plans, other services necessary to facilitate construction and post-construction services (close out/claims) for the Interstate 580/Patterson Pass/International Parkway Diverging Diamond Interchange Improvements Project as further described herein and in Exhibit A.

B. On January 16, 2024 the City issued a Request for Proposals (RFP)/solicited informal proposals for the Scope of Work defined below. On March 1, 2024, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

D. City Council approved this Agreement on July 2, 2024 pursuant to Resolution No._____ / Tracy Municipal Code Section 2.20.140

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Dennis Haglan, PE, Senior Vice President**.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work.

1.1 Non-Exclusive Professional Services Agreement. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A. Nothing contained in this Agreement

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guarantees Consultant a certain amount of work or compensation, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on August 1, 2024 and expire and terminate automatically on February 28, 2026 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of _one_ year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis for Scope of Work performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $ 4,298,958 [Four Million, Two Ninty-Eight Thousand, Nine Hundred and Fifty-Eight] Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion

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of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

3.2.1 If Consultant is providing the Scope of Work in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services and portions of Scope of Work described on the invoice(s) and approved by the City.

3.4 Final Payment. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services or performance of the Scope of Work. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers,

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agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of the Scope of Work under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than $1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of

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interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To the City:
City of Tracy
Attn: Koosun Kim, City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Dewberry Engineers Inc.
Attn: Dennis Haglan, Senior Vice President
11060 White Rock Road, Suite 200
Rancho Cordova, California, 95670

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. General Provisions.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's performance of the Scope of Work will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

12.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's advance written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

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12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

12.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

12.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

12.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

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12.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

12.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

12.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

13. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[Signature Page to Follow]

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As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Dewberry Engineers Inc., a California Corporation

By: DocuSigned by: DENNIS HAGLAN 1811FBC74C7B4D8...
Dennis Haglan
Title: Senior Vice President
Date: 6/27/2024 | 4:23 AM EDT

Federal Employer Tax ID No. 13-0746510

Exhibits:

A	Scope of Work
B	Compensation

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EXHIBIT A - Scope of Work

The Project scope of services include providing following personnel a resident engineer, structures representative, inspector, civil inspector, claim/ schedule analyst, specialized sole source inspector and other qualified staff to perform construction inspection, office engineering, materials testing, source inspection and environmental/biological/water quality services during project construction. These services will encompass serving as direct support to the City's representative for all aspects of the project interfacing with City staff, the construction contractor, Caltrans, permitting agencies and a variety of stakeholders and the public. The consultant shall focus on construction activities which include roadway and structure construction activities at the construction site.

The consultant team will also assist the City in other capacities involving the interpretation of the contract document requirements, assessing the acceptability of the contractor's work, materials testing, CPM scheduling, construction staking, biological/cultural surveys and evaluating contractor claims.

The inspection, materials testing, construction management, construction surveying, and related activities shall be completed as described in this Scope of Work prepared by the consultant specifically for this project and approved by the City. The consultant shall perform its activities in accordance with the latest edition of, but not limited to, the following documents:

- Project Plans and Specifications
- Regulatory Agency Permits
- Caltrans Standard Test Methods
- Caltrans Construction Manual & Bulletins
- Caltrans Local Agency Procedures Manual
- Caltrans Standard Specifications and Standard Plans
- Caltrans Bridge Construction Records and Procedures and Manual
- Manual of Uniform Traffic Control Devices & California Supplement

Specific services anticipated are as follows:

TASK 1. PRE-CONSTRUCTION PHASE

1.1 CONSTRUCTABILITY REVIEW

Consultant will review the contract documents from the contractor's point of view and look for missing details, ambiguous or contradictory information, physical conflicts, and impractical constraints. Consultants Resident Engineer and his team will review the plans and specifications, engineer's estimates, environmental documents, geotechnical reports, permits and agreements,resident engineer's pending files, and other relevant documents. This review will focus on completeness; overall coherency and constructability; and conformance with permits.

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Consultant will provide an evaluation of the design engineer's proposed project schedule; advise the City on the time required for construction and factors related to costs; and perform a value engineering review of the plans to make sure that the project will be constructed as economically and efficiently as practical.

Consultant staff will attend Project Development Team Meetings to provide valuable input with regards to utility relocations, coordination with Caltrans and other duties. An overall project proposed project schedule and utility schedule will be established at this time. During the bidding period, Consultant will assist in the evaluation of bids received. Any anomalies, irregularities or unbalanced bid items will be brought to the City and designers attention.

1.2 DOCUMENTATION OF PRE- CONSTRUCTION CONDITIONS

The Consultant inspectors will walk the site to observe construction issues not addressed on the plans. Consultant goal is to minimize surprises during the construction phase. The more conflicts and issues that are resolved prior to the start of work, the more efficiently work will progress during construction. Documentation will include complete documentation of the pre-construction conditions with project files. All photos will be logged with a date, description, and location.

1.3 PRE-CONSTRUCTION MEETING

Resident Engineer and the Consultant team will conduct a pre-construction meeting with the contractor, City, pertinent stakeholders, permitting agencies, and project staff. During the meeting, Consultant will discuss project specifics, including contract submittal requirements, change order and potential claim procedures, the contractor's construction schedule, technical issues, and safety procedures. Consultant's team will prepare a meeting agenda and will provide minutes to the attendees for their records. All necessary forms will be provided to the contractor for submittal in accordance with required construction records and accounting formats.

Task 2. CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION

2.1 CONTRACT ADMINISTRATION AND PROJECT DOCUMENTATION

Consultant proposes use of the standard Caltrans filing system for contract administration and document processing. This system will allow the consultant to track all project documentation, including contract status, applications for payment, PCOs, CCOs, RFIs, submittals, inspector daily reports, progress photos, up-to-date schedule information, project correspondence, and labor compliance. In addition to paper documents, Consultant's office engineer will keep electronic copies of all project information in the electronic project filing system CMIS as well as cloud storage using MS One Drive. Access to the records will be available to the team members and City. OE will also monitor certified payroll, labor compliance and DBE tracking information generated by the contractor to verify compliance with state and federal laws.

The filing can be tailored to follow the Caltrans LAPM filing system to aid in quick document retrieval and delivery of project files at the end of the project. holding a meeting at the beginning of the project

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to confirm document control protocol. This process will allow specific needs to be identified before the files are set up and also to minimize questions at the end of the project.

Consultant's electronic record keeping system CMIS, supplemented by One Drive, allows a seamless electronic path for field staff to interact with the resident engineer, structures representative, office engineer, the City, materials subconsultant, the designer, and the contactor in a secure manner, right from the project site. This means inspectors and the contractor can meet in the field to review any issues and create and submit RFIs with annotated plan sheets. RFIs can be commented on or forwarded to any project participant for resolution. Once resolved, the resident engineer or the City can convert an RFI into a confirmed PCO that the inspector then tracks on his/her daily report. Once the work is complete, the PCO can be converted to a CCO, with all the background information and field tracking attached. At the end of the project, the City will have a complete electronic (and paper, as required for state or federally funded projects) file that is organized in the requisite file folder categories.

The Consultant's Resident Engineer will be the primary point of contact for discussions with the City, contractor and others regarding issues that arise on the project. The Consultant team will be available 24/7 to address concerns from the public and project stakeholders for the duration of the project.

2.2 SCHEDULE MANAGEMENT, PROGRESS MEETINGS AND REPORTS

Consultant will implement comprehensive project controls to help manage the critical issues of time, cost, scope, quality, and safety. As time is money, Consultant will focus on efficiently keeping the project on schedule to realize cost savings. Through timely constructability reviews during project initiation and start-up; effective utility coordination; the resolution of project issues at the lowest level of management, the project will be kept on schedule and budget.

Consultant will work closely with the contractor to make certain that schedule control measures and management techniques are in place to accurately plan, monitor, and report performance throughout construction. Consultant will perform a detailed review of the contractor's schedule to assess logic between activities, key activity durations to determine whether or not they are realistic and verify that the critical path complies with the contract documents. Consultant will confirm that all specified construction sequencing and schedule constraints, permit conditions, interfacing with adjacent contracts, shutdowns and tie-ins, testing and start-up, and closeout activities are included for all contract work. Consultant will also verify that the schedule meets all milestones and deadlines.

During construction, Consultant will review the monthly schedule updates for accuracy against the project records such as diaries, pour records, and other documentation. Consultant will confirm that weather days, contract change orders, and work re-sequencing has been included so that impacts to the critical path can be accurately assessed. Consultant's resident engineer will instruct the contractor to prepare a recovery schedule when any critical path activity falls more than two weeks behind schedule. The resident engineer will monitor the recovery schedule's effectiveness in keeping construction activities

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on track.

2.1 PROGRESS PAYMENT RECOMMENDATIONS

The contractor will forward their monthly payment request to Consultant resident engineer for review. Whether the construction budget is an independent schedule of values or a cost loaded CPM schedule, the resident engineer, with input from the field inspector, will compare every payment item to the actual work performed during the month. Consultant will recommend to the City any necessary withholdings, such as liquidated damages, labor compliance issues, stop notices, rejected work, or noncompliance with contract requirements. This integrated system verifies that pay records meet audit standards on first review and provide the City real time access to the records.

Consultant will prepare and submit a monthly status report to the City to provide an update on the project schedule, project budget, expenditures on change orders and any appropriate analysis, a forecast at completion (costs), work completed in the specified period, work contemplated for the next period, outstanding project issues, any potential claims and analysis of those claims, project photographs, and the consultant contract status. This report will also summarize the anticipated cash flow of the remaining work, including all hard costs such as change orders, item overruns, and soft costs such as potential claims.

Consultant will utilize electronic document control system CMIS for tracking and monitoring the actual construction costs on a project. This system includes spreadsheets to track progress pay estimates, item over-runs and under-runs, and contract change orders. These forms are in electronic format and can be tailored to meet the City's needs.

2.2 RFIS AND MATERIAL SUBMITTALS

The consultant's office engineer will maintain a submittal log and process all required submittals. Consultant understand the importance of answering questions and reviewing submittals in a timely manner and will receive, log, track, and process shop drawings and other contractor submittals and coordinate review of the submittals with the City. Prior to forwarding submittals to the City, Consultant will review each submittal for completeness. If a submittal is found to be incomplete, it will be immediately returned to the contractor with the deficiencies noted.

2.3 CHANGE ORDER MANAGEMENT

Constructability reviews and a partnering relationship with the contractor are critical to minimizing contract change orders and claims. Consultant will review the project plans and specifications to verify the design as presented is complete and clear, poses no construction conflicts, and is economically feasible to build. If Consultant discover potential issues, Consultant will work with the City and the contractor to develop creative solutions.When changes do arise, the consultant resident engineer will use the change order authorization process established with the City at the beginning of the contract. He will complete an entitlement assessment for contract change orders, analyze costs and schedule impacts, recommend approval or rejection, and negotiate the approved change with the Contractor. Change order authorizations will be tracked in monthly reports to monitor overall construction budget authorizations and contingency balances. Potential costs will be

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tracked for budgeting purposes until resolution.

2.4 CONSTRUCTION OBSERVATION, INSPECTION SERVICES AND CONSTRUCTION SURVEYS

Construction Observation

Consultant's resident engineer role is twofold – (1) to verify that construction proceeds in accordance with the City's plans and specifications and all other pertinent project standards and (2) to conduct inspections to verify the workmanship and quality of all work conducted on site. This includes inspecting the methods, means, and techniques utilized by the contractor or any of their sub-contractors.

Inspection Services

Consultant's inspectors will day-to-day on-the-job services document any deficiencies or deviations from the contract documents in writing, send the information to the contractor, and bring issues to the City's attention.

Inspectors will be responsible for:

- Monitoring the contractor's work for general conformance with the plans and specifications
- Documenting the progress of the work with daily diaries and photographs
- Monitoring contract change order work in the field
- Confirming that the designer's submittal comments are incorporated into the work
- Reviewing the contractor's as-built record drawings status
- Coordinating materials testing, including SIQMP and Buy America requirements
- Coordinating with Caltrans oversight personnel
- Reviewing and logging materials testing results and addressing non-conforming tests
- Preparing deficiency and punch lists

Construction Surveys

Consultant's subconsultant will provide engineering surveys and staking on the project. Work will be performed to conform to Caltrans Chapter 12, Construction Surveys, of the Departments publication entitled "Surveys Manual". A staking plan will be provided prior to staking any points outlining the
proposed procedures, methods, equipment, and typical staking markings to be used. Grade stakes will be set at even 50-foot stations and at vertical and horizontal transition points. Specific activities include:

Horizontal and Vertical Control – Perform a verification survey to confirm the accuracy of the project control points specified on the Contract Drawings. Set additional control necessary for construction staking. Control points will be verified as they are utilized for construction staking. Any discrepancies will be noted in writing and submitted to the Owner. Control points to be disturbed during construction activities will be referenced to additional control set outside the construction

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activities.

Survey Calculations and Field Notes – Calculate horizontal alignment and vertical profile for the proposed improvements, in accordance with the Contract Drawings. Calculate survey offset positions and grades. Prepare field staking notes and cut sheets. This Scope and Fee is based on the condition that the Owner will provide electronic drawings in AutoCAD format.

Temporary Construction Easements/Right-of-Way Stakes – Provide one set of stakes on 100-foot intervals for each of the proposed roadway temporary construction easements, right- of-ways or clearing limits. Provide one set of stakes marking the limits of concrete and pavement removal.

Sawcut/Demolition Limits – Provide one set of stakes on 100- foot intervals for sawcut lines and demo limits.

Rough Grade - Provide one set of reference points to the slope stakes on 50-foot even stations along each side of Patterson Pass Road, the private road, and along each of the ramp widenings. Provide cut/fill to ditch/swale, toe of embankment, top of embankment, shoulders, edge of pavement, and edge of travel way. Provide one set of reference points to the slope stakes on 50-foot stations for bridge abutment embankments. Provide one set of line and grade offset stakes on 50-foot intervals for the driveways with additional stakes at conforms, grade breaks, transition points, angle points, and points of curvature. Provide cut/fill to finish grade on each offset.

Storm Drain/Culverts - Provide one set of line and grade offsets on 50-foot stations for storm drain piping and culverts with additional offsets and line stakes for drainage structures and drain inlets. Provide cut to invert and cut/fill to rim on each offset. Drainage systems include storm drain lines, culverts, and associated inlet/outlet structures.

Traffic Signals - Provide center point and two line and grade offset stakes for signal pole placement. Stake edge of pavement returns, radius, handicap ramps, curbs, and stop bars. Mark cut/ fill to top of curb or finish grade on each offset.

Light Poles - Provide center point and two line and grade offset stakes for light pole placement. Mark cut/fill to top of curb or finish grade on each offset.

Bridge - Provide two line and grade offset stakes on the extension of each abutment line. Provide offset elevations on each stake. Provide two sets of offsets on each of the bent lines. Provide offset elevations on each stake. Provide one set of centerline and edge of deck alignment stakes on bridge forms.
Provide one set of offset stakes for wingwalls. Provide one set of line and grade offset stakes for the approach slabs.

Concrete Barriers - Provide one set of line and grade offset stakes on 50-foot stations for concrete barrier. Provide cut/fill to finish grade at wall on each offset.

Retaining Walls - Provide one set of line and grade offset stakes on 50-foot stations for the retaining walls with additional offset stakes at steps in wall and changes in alignment. Provide cut/fill to top and

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bottom of wall on each offset.

Finish Grade - Provide one set of offset stakes to the edge of pavement on 50-foot stations for Patterson Pass Road, the private road, and along each of the ramp widenings. Additional stakes will be set at conforms, grade breaks, transition points, angle points, points of curvature, ramps, and driveways. Provide one set of stakes for the median island curbs (central islands). Provide elevations for top of curb or finish grade on each offset. Provide one set of line and grade offset stakes for the overside drains. Provide cut/fill to finish grade on each offset. Provide one set of line and grade offset stakes for the gore areas.

Fencing/Metal Beam Guard Rails - Provide one set of stakes on 100-foot stations for fencing along tangents and curves with radius of 1000-feet or greater and 50-foot stations for radii less than 1000-feet. Additional stakes will be set at end points, angle points, points of curvature, and for gates. Provide one set of offset stakes for the beginning, end, and transition points for guard rails.

Survey Monuments (15 monuments) - Provide center point with swing ties for contractor's use in monument placement. Center punch monument once placed.

Exclusions- Work does not include- Boundary Survey/Right-of- Way Survey, Record of Survey, Agency fees/Recording Fees, Blue Tops/Red Tops, Electrical Trenching Layout, Traffic Control Any item not included in the above Scope of Work.

Changes and Claims Management
Consultants, resident engineer will use the change order authorization process established with the City at the beginning of the contract. The Consultant Team will follow the change order and claims process procedures established in the Caltrans Specifications, Construction Manual and LAPM. Consultant will complete an entitlement assessment for contract change orders, analyze costs and schedule impacts, recommend approval or rejection, and negotiate the approved change with the contractor. Change order authorizations will be tracked in monthly reports to monitor overall construction budget authorizations and contingency balances. Potential costs will be tracked for budgeting purposes until resolution.

Progress Meetings
Consultant will hold weekly progress meetings to coordinate communication with the contractor, the City, and other stakeholders, as necessary. Consultant staff will meet with the contractor to discuss upcoming operations, contract requirements, and potential issues related to proposed construction activities. Separate field meetings with other stakeholders to discuss their concerns may be necessary to keep the project moving forward. Prior to the contractor demobilizing, Consultant will invite all stakeholders to walk the project with us to make sure their concerns have been addressed. Constant communication with all parties will lead to the successful, on- time completion of the project. Separate field meetings with other stakeholders to discuss their concerns may be necessary to keep the project moving forward. Prior to the contractor demobilizing, Consultant will invite all stakeholders to walk the project with to make sure their concerns have been addressed. Constant communication with all parties will lead to the successful, on-time completion of the project.

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Progress Report
The Monthly Progress Report is one way that Consultant keep the City Project Manager and others informed. It includes construction contract schedule and budget status; construction management contract budget status; resident engineer's narrative of key issues; problems and resolutions; color project photos; contract administration data, including submittals and RFIs processed and pending, PCO and CCO status, correspondence log, quality control data (soils and concrete testing); and other information as required by the City or funding agencies.

Task 3. PUBLIC OUTREACH

Outreach Management
Consultant's sub-consultants will provide strategic advice and counsel, review project materials and reports, and monitor team communications. In addition, the sub-consultant will attend a project kick-off meeting and regular construction contract coordination meetings by phone with the project team, as necessary. (Up to 30 meetings) consultant will create and coordinate a public outreach strategy based on CM/Resident Engineer, Caltrans, PIO, and City Project Manager PIO as necessary. The project is expected to last 300 working days.

Stakeholder Database
The consultant's sub-consultant will develop and maintain a resident database throughout the project's duration. This database will include the resident's name, contact information as well as the preferred method of contact, and potential key concerns and/or areas of project interest. The primary function of this database is to keep residents and any other stakeholders impacted by the installation of conduit and substructure informed of the project's progress.

Project Webpage
The consultant's sub-consultant will design and develop a project-specific website. Sub-consultant will prepare accurate and timely updates to inform residents, stakeholders, and community members of important project information and events throughout the project. Visitors can access project information, such as fact sheets, FAQs, a project map and schedule, and notifications of upcoming delays, detours, and road closures. Website visitors can provide their contact information to receive electronic project updates.

Project Hotline and Email
The consultant's sub-consultant will also set up, monitor, respond to, and log calls/emails that are received through a project-specific hotline number and email address. Sub-consultant will support the City with responding to public inquiries and will document each in a written matrix, capturing the results of each query (nature of the call, who responded, and follow-up actions/result) and distribute the log to the project team every month. Sub-consultant will respond to each inquiry within 24 hours and may require support from the project team on appropriate responses.

Communication Collateral
The consultant's sub-consultant will develop outreach materials to inform the community about project construction. These materials can include project business cards, lawn signs, informational brochures, fact sheets, and FAQs. A template for each collateral item will be developed consistently that is easily updated and sent or distributed through electronic means.

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Direct Mailer Notification
The consultant's sub-consultant will design a direct mail postcard containing project information and details about the construction schedule, hotline, website, and email 30 days before the groundbreaking. Sub-consultant will mail the postcard to residences and property owners in the project area identified by the City. Sub-consultant assumes the City will handle any costs related to securing the mailing address data, printing the postcards, and mailing the postcards including postage.

Stakeholder/Business Owner/Interest Group Meetings

The consultant's sub-consultant will coordinate with local business owners, neighborhood groups, stakeholders, elected officials, city staff, and neighborhood leaders to schedule and plan up to six interest group meetings/visits with the project team. The goals of these meetings will be to introduce the project and its construction schedule and open the lines of communication. Sub-Consultant will notify, create agendas for, and assist in facilitating the stakeholder/ interest group meetings.

Media Relations
Working with the Consultants Construction Manager, City Project Manager and Public Information Officers, sub consultant will draft media releases to be used at key milestones during the construction process. These milestones include construction updates and traffic impacts. Sub-consultant will distribute media releases to all local/ regional media outlets. Sub-consultant will respond to any media requests for further information.

Groundbreaking
The consultant's sub-consultant will plan an in-person groundbreaking ceremony for the project. Sub-consultant will coordinate with the City and Project Team to develop a list of elected officials, project team members, and partners to invite to the event. In support of the groundbreaking ceremony, Consultant will coordinate a run of show including a list of speakers and talking points, develop and distribute a Save the Date and an electronic Invitation, plan and manage event
logistics, create an event program, develop, and update a project fact sheet, draft and distribute a media advisory and media release for the event, and support the City as needed.

Ribbon Cutting
Consultant will plan, coordinate, and facilitate a ribbon-cutting event to celebrate the completion of the project and acknowledge the project's successes, funding sources, and regional sponsors. Consultant will coordinate with the City and Construction Manager to develop a list of individuals, elected officials, community-based organizations, business associations, and others to invite to the event. Other partners include Caltrans, other local jurisdictions, and City leaders.

In support of the ribbon-cutting event, Consultant will coordinate a run of shows including a list of speakers, provided by the City, develop, and distribute an electronic Save the Date and an Invitation for the event. In collaboration with the City and Construction Manager, Consultant will assist with planning and event logistics; create an event program for the event; develop and update a project fact sheet; and draft and distribute a media advisory and media release for the event.

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Task 4. TRAFFIC MANAGEMENT COORDINATION

Consultant will thoroughly review the contractor's traffic control and management plans for all construction stages and operations throughout the project and evaluate proposed construction staging to identify potential conflicts and possible solutions. The consultant will also closely review the contractor's traffic control measures for the project during construction at all locations throughout the project site. Consultant staff will confirm traffic control for mainline, ramp and local street construction operations comply with all required standards and provide a safe environment for construction crews and daily users. Consultant will monitor the placement of traffic control devices and to see that lane shifts and closures are implemented per the standard traffic control set-ups specified by the project plans, Caltrans standard plans and CA Manual on Uniform Traffic Control Devices (MUTCD) as needed. Consultant will continuously monitor the traffic control activities to verify that it is being conducted in the safest possible manner and recommend changes as required to be approved by the consultant's resident engineer to achieve this goal. Consultant's team will also coordinate with the City in preparing advanced warning notices, signage, and striping recommendations prior to opening the interchange. Consultant's team will also assist in the field to review the installation and programming of traffic signal, ramp metering and lighting components. They will review the placement of the traffic pull boxes, signal poles, cabinets and other equipment. Consultant's will also assist in the field to review the installation and programming of traffic signal, ramp metering and lighting components. They will review the placement of the traffic pull boxes, signal poles, cabinets and other equipment.

Task 5. ENVIRONMENTAL COORDINATION

Consultant's resident engineer will use the MMRPs to track permit conditions that includes regulatory milestones and requirements, correlate those requirements to pay items and tasks on the CPM, and show current status relative to the permit conditions. All activities that directly relate to a permit activity or are governed by a permit will be tracked, separately, in our inspector's daily diaries. Those activities and inspector's reports will be available in real time and sortable by permit type/name, and date. Upon completion of regulated activities, resident engineer will submit the required permit closure documents to the issuing agency. Consultant's biological/SWPPP expert will review all permits and verify conditions of permits are followed.

5.1 BIOLOGICAL RESOURCES

Conduct Environmental Clearance Surveys

Consultant's biologist will conduct pre-construction clearance surveys prior to ground disturbance. Should a sensitive species be observed, Consultant will mark the area as an ESA and coordinate with the appropriate wildlife agencies.

Conduct Pre-construction Surveys for Nesting Raptors or Songbirds and other Migratory Bird Species

Consultant's biologist will conduct a preconstruction nesting bird survey of any trees or other nesting habitat that will be removed during the nesting season, February 1 to September 1. The survey will be conducted within seven days prior to vegetation removal. If active nests

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are identified, a minimum 100-foot no- disturbance buffer for songbirds and a minimum 250-foot buffer for raptors will be established around the active nests.

Conduct Protocol Surveys for Swainson Hawk

In coordination with CDFW, Consultant's biologist will conduct protocol survey for Swainson's hawk in accordance with the Swainson's Hawk Technical Advisory Committee Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (2000), during the appropriate survey periods immediately prior to construction to determine presence/absence of the species in areas in proximity of the project. If Swainson's hawk nests are discovered within 0.5 mile of the project area, appropriate protective measures will be developed in coordination with CDFW.

Examine Suitable Bat Roost Habitat

Within six months prior to the beginning of project related activities, Consultant will provide a qualified biologist to survey potentially affected bat habitat for occupation by bats. If suitable occupied habitat is identified, Consultant will provide an additional scope of work at that time to evaluate and develop a suitable bat habitat avoidance, minimization, and/or mitigation plan.

Conduct Worker Environmental Awareness Training

Consultant's biologist will conduct WEAT training for all on- site personnel prior to the commencement of construction. Biological resources WEAT training will be coordinated with cultural resources WEAT training. The training program will notify construction personnel of the sensitive biological resources occurring within the project area, including VELB, their legal status, and penalties for not complying with the conditions of any permits issued for the Build Alternative. During the environmental awareness training, construction personnel will also be briefed on the need to avoid damage to the elderberry host plant and the possible penalties for not complying with these requirements.

The WEAT will be prepared in PowerPoint format. The consultant will also prepare laminated special status species identification cards to be distributed to construction personnel. In addition, Consultant's biologist will maintain a construction-monitoring notebook on-site throughout the construction period which will include a copy of the permits and all attachments and a list of signatures of all personnel who have successfully completed the education training. As new workers come onto the project, they will be required to complete the training before starting work. This will be logged in the construction monitoring notebook.

Monitor ESA Fence Installation

Consultant's biologist will monitor ESA fence installation Drainage system 28 (2-78" RCP) and other sensitive biological resources, to verify these resources are not disturbed during construction.

ESA Monitoring

Consultant's biologist will be on-site weekly to inspect the ESA fencing to verify that it is maintained and to verify that the project is adhering to permit requirements. In addition, Consultant's biologist can train construction personnel to identify any weaknesses or deficiencies in the ESA fencing.

5.2 PALEONTOLOGICAL RESOURCES

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Paleontological Evaluation Report (PER)
Based on a review of the environmental documents, the project area is underlain by four units: artificial fill, which has no potential to contain paleontological resources; Holocene deposits, which have no potential to contain paleontological resources; deposits of Pleistocene age (underlying Holocene alluvial fan deposits), which are paleontologically sensitive; and the Pliocene to early Pleistocene Orinda and Oro Loma Formations, which are paleontologically sensitive. To support compliance with CEQA and NEPA, Consultant will prepare a PER for the site. As part of the assessment, Consultant will perform the following tasks:

- Review applicable laws, ordinances, regulations, and standards relevant to paleontological resources.
- Review available geological maps, geological and paleontological literature, the project Paleontological

  Information Report (PIR), and other applicable documents associated with the paleontological aspects of the site (e.g., geology reports, paleontological-related reports, geotechnical reports, and environmental reports).
- Conduct a museum records search for paleontological localities in the project vicinity and in similar geologic conditions.
- Perform a reconnaissance of the site and vicinity to observe geologic conditions and survey for potential paleontological localities.
- Prepare a PER documenting the literature and museum records review, the results of the field survey, and an assessment of potential impacts to scientifically significant paleontological resources by project excavations.

Paleontological Mitigation Plan (PMP)
To adequately mitigate potential impacts to paleontological resources by project excavations, the Consultant will prepare a PMP that will outline procedures for implementing mitigation measures required for this project. The PMP will be prepared concurrently with the PER.

The PMP will include a summary of the literature reviewed, a description of the resource, monitoring requirements, a worker training program, general fieldwork and laboratory methods, and museum accession and curation protocols. The PMP will be prepared in general accordance with applicable CEQA guidelines and with Society of Vertebrate Paleontology standard procedures for the mitigation of adverse impacts on paleontological resources (SVP, 2010), the Caltrans Standard Environmental Reference (SER), Chapter 8 – Paleontology, and other project requirements.

Pre-Construction Mitigation
Prior to the start of construction, the Consultant will perform the following pre-construction tasks.

- Consultant will attend a preconstruction meeting.
- Consultant will prepare and administer paleontological resource awareness training.

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The on-site or pre-recorded worker environmental awareness training is to inform workers and managers involved in project excavations on the potential for fossils to be encountered during project construction. Consultant anticipate the worker training will be provided at the pre-construction meeting and/or during the commencement of earthwork operations.

Construction Monitoring and Mitigation

Consultant will provide paleontological resource monitoring during project excavations in deposits of Pleistocene age and in the Pliocene to early Pleistocene Orinda and Oro Loma Formations, which are paleontologically sensitive, as required in the above- referenced environmental documents and as detailed in the PMP. Review of the project plans and schedule indicated that the majority of the site is underlain by artificial fill and/or Holocene- age deposits. Additionally, only certain portions of the site will be in cut during grading, and the majority of grading will involve import fill placement. In addition to grading, other construction activities likely to require monitoring may include clearing and grubbing and abutment and foundation excavations. Because the extent and duration of monitoring activities will be contingent
on the conclusions of the PMP, the contractor's final schedule, and the actual number of days performing clearing and cut operations and abutment and foundation excavations, Consultant proposes establishing an initial budget based on the eight weeks total of full-time monitoring.

This work scope assumes that no or very few fossil specimens will be discovered. If large or many small fossil specimens are discovered, additional tasks will be required and consequently costs could be significantly higher than projected. If large or many small fossil specimens are discovered, a scope/cost change will be necessary for the costs of salvaging, preparing, identifying, analyzing, curating, and reporting on specimens.

This budget assumes that only one full-time monitor will be required to cover all concurrent earth-moving and ground- disturbing activities, and that no more than one monitor will be required at any time. Consultant also assume's that excavations will not occur simultaneously at more than one location. If excavations occur simultaneously at separate locations, an additional monitor or monitors may be required, and a scope/ cost change will be necessary. This estimate also assumes that the borrow source for the import fill will not be from a location with high paleontological potential, and that no monitoring will be required at the borrow source.

Following SVP standard guidelines, if too few or no fossil remains are salvaged from any project area, upon the recommendation of the principal paleontologist and with the concurrence of the client, monitoring in that area can be reduced to one-half, one-quarter, spot-checking, or suspended entirely after one-half of the monitoring in that area is completed.

Post-Construction Mitigation

Following the completion of ground-disturbing activities, the Consultant will prepare a Paleontological Mitigation Report (PMR). The PMR will consist of the following.

A summary of the project, a description of the resource and resource context, a summary of the mitigation program and field and laboratory methods employed, and the results of the mitigation. The PMP will be prepared in general accordance with applicable CEQA guidelines and with SVP standard procedures for the mitigation of adverse impacts on paleontological

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resources, the Caltrans SER, Chapter 8 – Paleontology, and other project requirements.

Task 6. QUALITY ASSURANCE AND MATERIALS TESTING SERVICES

Consultant will create a Source Inspection Quality Management Plan (SIQMP) as required by the scope of services in the RFP. Caltrans METS will review and approve our project-specific SIQMP, which will align with the executed cooperative agreement with Caltrans and the City of Tracy as well as the City's Quality Assurance Plan (QAP). The SIQMP and all source inspection will be in accordance with Caltrans standards and requirements. Our materials engineer will create an SIQMP that demonstrates:

- Effective methods for controlling the quality of materials,
- Qualified, certified, and experienced personnel performing inspection/testing. (i.e. ASNT NDT II & III, CWI, etc.)
- A method for releasing the materials (like Caltrans' orange/ green/blue tag system)
- An effective materials management process (like METS CEM- 3101, TL-28 and TL-608 process),
- An effective nonconformance and nonconformance resolution process, and
- A robust document control system.

Consultant will verify City compliance with Caltrans Quality Assurance and Oversight requirements for the duration of the project and will coordinate with material suppliers and arrange for source inspection where required. Our team will monitor the contractor's use of materials and verify that the proper level of quality control and quality assurance testing is being performed on all construction materials incorporated into the work.

Quality Assurance Testing and Source Inspection

The consultant's Structural Materials Representative (SMR) will serve as the single point of contact between fabricators and the resident engineer/structures representative, and will maintain compliance with the SIQMP and the QAP by verifying that all materials incorporated into the project meet specification requirements.Consultant's approach is to be proactive in collecting CEM-3101 "Notices of Materials to be Used" from the contractor. Consultant conducts a risk- based analysis to determine which materials can be inspected on the jobsite and/or accepted on a certification of compliance and what materials will require source inspection. Consultant will coordinate, oversee, and validate soil, aggregate, structural concrete and HMA testing results at proper frequencies and perform QA services for steel girders, miscellaneous metals, galvanizing, review of welding & steel submittals. Consultant will verify compliance with Buy America requirements and the new Buy Clean California Act where applicable. Consultant will perform QA services for light poles for street lighting, parking lot and bridge lighting, traffic signal components, coordinating with qualified local testing firms where/when applicable. Consultant will perform QA sampling and testing services for any mechanical reinforcing splices if needed.

Consultant's certified materials testing agency (MTS) subconsultant will perform all field and laboratory testing of soils, backfill, asphalt, concrete, and other required testing. The SMR and resident engineer will review the test results, forward copies of the test results to the City's project manager as part of the monthly report and will work with the contractor to resolve any deficiencies. All

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test procedures will be in accordance with the contract documents.

Task 7. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

This project is a Risk Level 2 Storm Water Pollution Prevention Plan (SWPPP). Consultant will prepare and assist the City with uploading the document to the SMARTS system and filing the Notice of Intent in the SMARTS database.

If the City has the contractor prepare the SWPPP, consultant can review and assist with filing the Notice of Intent and uploading the SWPPP into the SMARTS database. Consultant

staff can also assist the City or the contractor's QSP/QSD with BMP inspections during construction. Consultant understand the importance of the various BMPs and will verify they are properly installed and functional.

In addition, Consultant will confirm that the contractor is completing and submitting the required reporting forms and, at the City's request, are able to provide our own independent reports as well.

Task 8. OTHER SERVICES NECESSARY

The Consultant subconsultant NorthStar will also collect survey data by means of Light Detection and Ranging (LIDAR) which uses light in the form of a pulsed laser to measure ranges (over variable distances). Using a traditional approach to construction staking quality assurance, supplemented with additional LIDAR scans for monthly earthwork quantity verifications, can yield a cost savings to the City.

Task 9. POST CONSTRUCTION SERVICES

(Close-out/Claims)

Elements leading to project completion include rectifying outstanding punch list items, approval and acceptance of final payment, and completion of project paperwork. Consultant tasks will include:

- Working with the contractor to verify the as built drawings are kept up to date on a regular basis
- Making sure our as-built set of drawings reflect the same changes
- Developing a punch list of remaining items of work after the contractor's work is substantially completed and following through with the contractor's completion of those items
- Conducting a final project review with the City, the designer, and other agencies that may be affected by the work
- Upon satisfactory completion, submittal of a formal recommendation for project acceptance
- Preparation of the proposed final payment, addressing the contractor's exceptions, and submittal of the final payment requests in the timeframe required by law

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Final Project Documentation

The consultant will prepare and submit a final submittal package of all field records to the City. The consultant will also prepare a project completion report, which will include:

- A summary of change orders and potential claims
- A summary of the materials tested and incorporated into the work
- Final project schedule and project expenditures
- Summary of final acceptance
- As-built drawings
- Paperwork for federal compliance and labor compliance; preparation of reimbursement invoices and all required paperwork, reports, and submittals, as necessary.

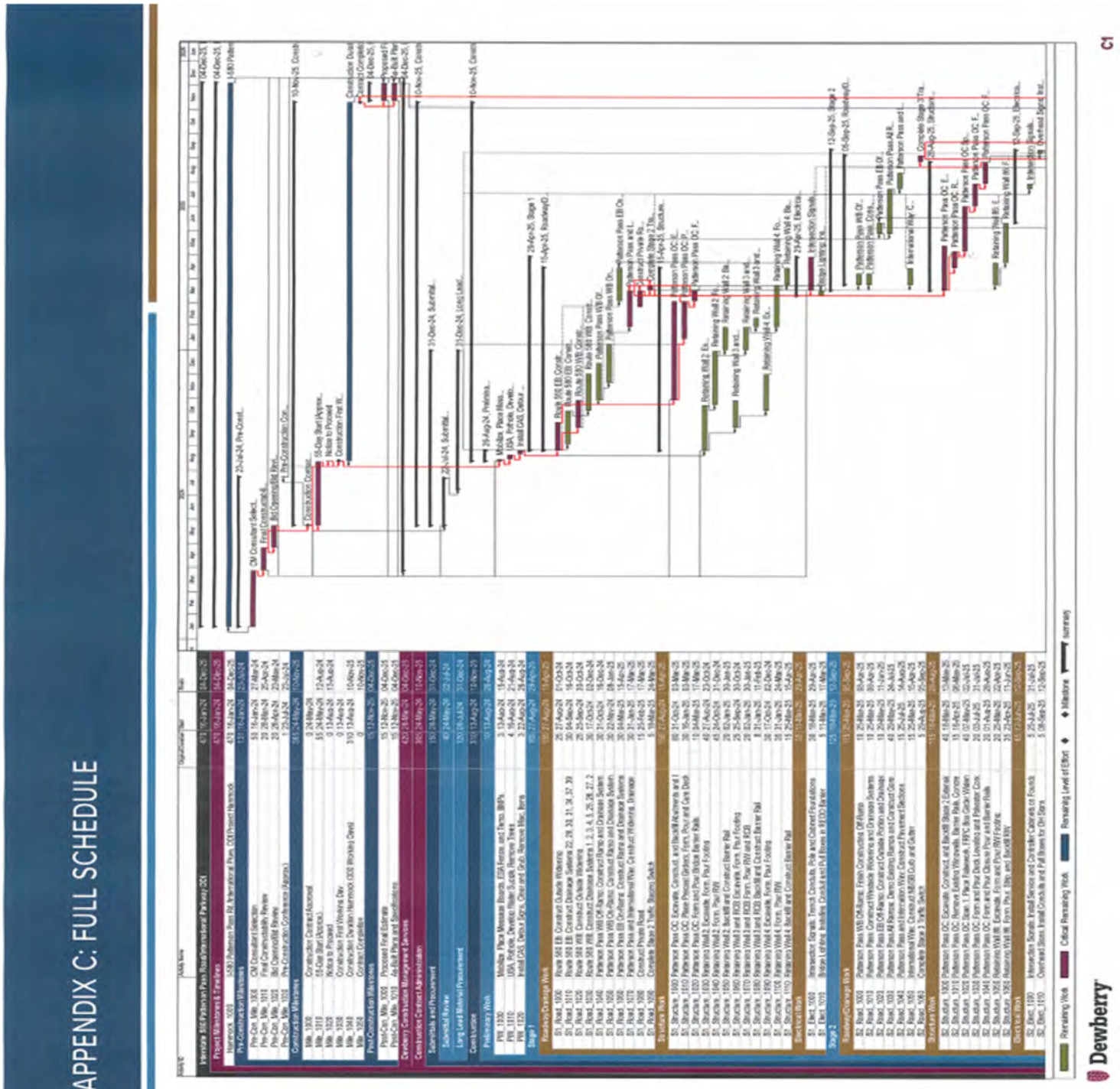
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KEY PERSONNEL

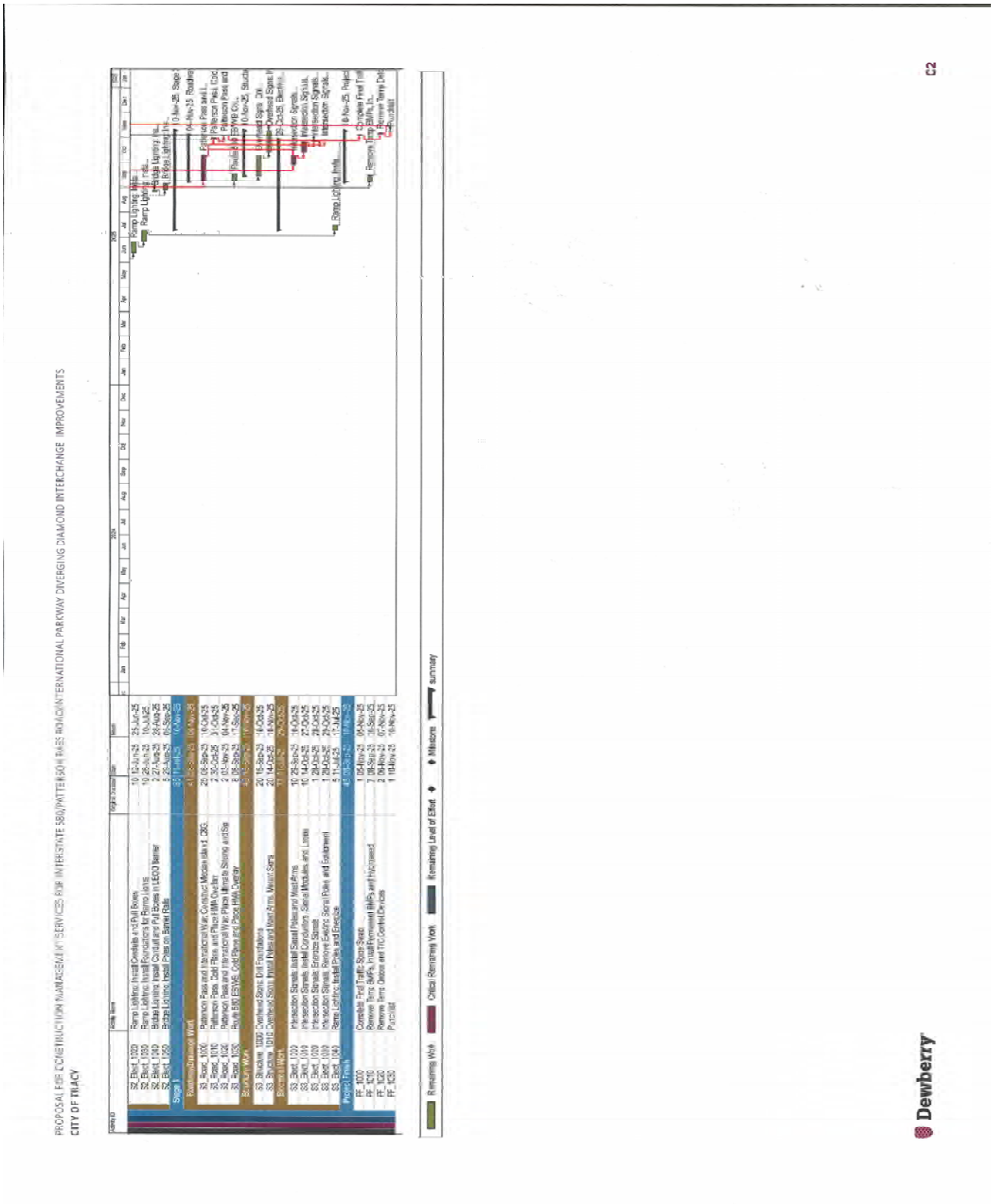
- Dennis Haglan, PE, Principal-In-Charge
- Howard Zabell, PE, Construction Manager
- Rob Shackelford, PE, CCM, Resident Engineer
- Dion Carr, PE, QSP, Assistant RE/Structures Representative
- Ray Tunkel, Bridge Inspector
- Jacob Gillmore, CMIT, Road/Bridge Inspector
- Erick Mendoza, Road/Utility Inspector
- Lindsay Tisch, CPSWQ, QSD/P, Environmental/SWPPP
- Chris McDermott, PE, CWI, PCI iii, Material Specialist (Sub consultant, MOZAMO)
- Corrine Burkhard, Office Engineer (Sub Consultant, MOZAMO)
- Katie DeMaio, Public Outreach (Sub Consultant, AIM CONSULTING)
- Chris Higbee, PE, Traffic & Electrical Support (Sub-Consultant, AMG)
- Michael Kibbey, Material Testing (Sub-Consultant, BSK Associates)
- Tim Rodriguez, Material Testing (Sub-Consultant, BSK Associates)
- Kent Hysell, Surveying, (Sub-Consultant, NORTHSTAR ENGINEERING)
- Tanya Cissell, Surveying (sub-Consultant, NORTHSTAR ENGINEERING)
- Steven Blakely, PE, CEG, Paleontology (Sub-Consultant, ENGEO)
- Zac Crawford, PG, CEQ, QSD, Paleontology (Sub-Consultant, ENGEO)

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APPENDIX C: FULL SCHEDULE



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DocuSign Envelope ID: B656EB08-5529-402B-BE62-04BC7EDF7F29

Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements

City of Tracy

Construction Management Services

EA 10-4E220-Project ID 1015000011-PPNO 3416 CIP 73147

6/12/2024

Dewberry

Task #	Task Name	Dewberry HOURS	Dewberry COST	AIM Consulting HOURS	AIM Consulting COST	AMG HOURS	AMG COST	BSK Associates HOURS	BSK Associates COST	Mozamo Engineering HOURS	Mozamo Engineering COST	ENGEO HOURS	ENGEO COST	TOTAL HOURS	TOTAL COST
1.0	Pre-Construction Phase														
1.1	Constructability Review	66	$18,962.71											66	$18,963
1.2	Documentation of Pre-Construction Conditions	10	$2,860.00							5	$640.00			15	$3,444
1.3	Pre-Construction Meeting	10	$2,860.00							5	$640.00			15	$3,444
	Total Task 1	86	$24,682.71							10	$1,281.28			96	$25,850
2.0	Construction Management Services During Construction														
2.1	Contract Administration & Project Documentation	878	$150,295.48							650	$80,283.20			1528	$276,579
2.2	Schedule Management, Progress Meetings and Reports	600	$174,587.28							500	$64,004.00			1100	$238,611
2.3	Progress Payment Recommendations	304	$85,519.85							150	$19,219.20			454	$104,739
2.4	RFIs & Materials Submittals	525	$163,389.87							450	$57,657.60			1075	$241,047
2.5	Change Order Management	210	$59,634.54							150	$19,219.20			360	$78,854
2.6	Construction Observation, Inspection Services, and Construction Surveys	7,088	$1,470,209.88							550	$108,410.00			7638	$1,578,620
	Total Task 2	9,505	$2,104,656.90							2450	$351,859.20			11955	$2,456,616
3.0	Public Outreach														
3.1	Public Outreach	210	$92,994.14	130	$29,458.21					150	$19,219.20			590	$122,672
	Total Task 3	210	$92,994.14	130	$29,458.21					150	$19,219.20			590	$122,672
4.0	Traffic Management Coordination														
4.1	Traffic Management Coordination	120	$15,058.91			468	$86,243.70							588	$121,300
	Total Task 4	120	$15,058.91			468	$86,243.70							588	$121,300
5.0	Environmental Coordination														
5.1	Environmental Support	322	$69,471.87											322	$69,472
5.2	Paleontology Support											602	$94,121.38	602	$94,121
	Total Task 5	322	$69,471.87									602	$94,121.38	924	$163,593
6.0	Quality Assurance and Materials Testing Services														
6.1	Quality Assurance and Materials Testing Services	184	$55,144.79					1614	$271,443.1	40	$5,125.12			1838	$332,713
	Total Task 6	184	$55,144.79					1614	$271,443.08	40	$5,125.12			1838	$332,713
7.0	Storm Water Pollution Prevention Plan (SWPPP)														
7.1	Storm Water Pollution Prevention Plan (SWPPP)	92	$27,007.13							40	$5,125.12			132	$32,132
	Total Task 7	92	$27,007.13							40	$5,125.12			132	$32,132
8.0	Post-Construction Services (Close Out/Claims)														
8.1	Project Acceptance & Close Out	161	$48,384.41							160	$20,500.48			321	$68,885
	Total Task 8	161	$48,384.41							160	$20,500.48			321	$68,885
	TOTAL DIRECT LABOR HOURS	10,688	$2,681,853.96	130	$40,458.21	468	$86,243.70	1,614	$271,443.08	2,950	$413,188.16	602	$94,121.38	16,068	$3,307,240.61
	TOTAL OTHER DIRECT COST		$214,173.86		$500.00		$670.00		$226,265.00				$7,100.00		$904,055.52
	ANTICIPATED SALARY INCREASE										$10,977.76		$7,483.30		$17,961.06
	TOTAL PROJECT COST	**$2,716,037.72**		**$40,958.21**		**$86,913.70**		**$497,708.06**		**$413,188.16**		**$108,804.68**		**$4,298,957.19**	

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH DEWBERRY ENGINEERS, INC. OF MANTECA, CALIFORNIA, TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE INTERSTATE 580/PATTERSON PASS ROAD/INTERNATIONAL PARKWAY DIVERGING DIAMOND INTERCHANGE IMPROVEMENTS PROJECT FOR AN INITIAL TERM OF NINETEEN (19) MONTHS, WITH AN ADMINISTRATIVE OPTION TO EXTEND FOR ONE ADDITIONAL YEAR, AND A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF $4,298,958.

WHEREAS, the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project, Capital Improvements Project (CIP) 73147 (Project), is an approved CIP since Fiscal Year 2015/2016; and

WHEREAS, as the Project sponsor, the City of Tracy, has been actively involved in the development of the Project in collaboration with the California Department of Transportation (Caltrans); and

WHEREAS, Mark Thomas and Company, the City's design consultant under a Professional Services Agreement approved per Resolutions 2018-216 and 2022-072, prepared plans, specifications, and estimates for the Project; and

WHEREAS, the Project reconstructs the existing interchange from a tight diamond configuration to a Diverging Diamond Interchange (DDI), and the Project is very important to the region as it will increase access to growing fulfillment and distribution centers, improve freight operations along a federal Primary Freight Network Route, enhance safety, and benefit the regional and national economy; and

WHEREAS, in compliance with the National Environmental Protection Act (NEPA) and the California Environmental Quality Act (CEQA), a Categorical Exclusion and the Final Initial Study/Mitigated Negative Declaration were obtained on February 25, 2021; and

WHEREAS, the City had received $24.9 Million Senate Bill 1 Trade Corridor Enhancement Program (TCEP) federal grant funding for this Project, which needed to be obligated by the California Transportation Commission (CTC) at its meeting on June 28 to 29, 2023; and

WHEREAS, to secure the TCEP grant, the Project is required to obtain the Ready to List (RTL) status with Caltrans prior to the CTC meeting; and

WHEREAS, as part of obtaining the RTL, the City adopted Resolutions 2023-035, 2023-036, 2023-037, and 2023-038 on February 21, 2023, to file Eminent Domain proceedings for the acquisition of certain property interests for the Project; and

WHEREAS, Resolution 2023-043 on March 7, 2023, approved Utility Agreements related to the relocation of existing utilities, and Resolution 2023-044 on March 7, 2023, for the Right-of-Way Certification and the execution of a Cooperative Agreement of Construction between City and Caltrans; and

WHEREAS, due to diligent efforts by Staff, City Council, and Caltrans, the City secured RTL status with Caltrans, and CTC approved the allocation of the TCEP grants at the June 28, 2023 Commission meeting; and

WHEREAS, these grants were then reprogrammed as Federal National Highway Freight Program (FNHFP) grants with no change to the grant amount; and

WHEREAS, on January 16, 2024, staff prepared and issued a Request for Proposals (RFP) for construction management services for the Project; and

WHEREAS, project work will include pre-construction services, construction management services during construction, public outreach, traffic management coordination, environmental coordination, quality assurance, and material testing services, Stormwater Pollution Prevention Plans, other services as necessary, and post-construction services (close out/claims); and

WHEREAS, on March 1, 2023, the City received a total of three proposals in response to the RFP from: (1) WSP USA, Inc. of Stockton, California, (2) MNS Engineers, Inc. of Oakland, California, and (3) Dewberry Engineering Inc. of Manteca, California; and

WHEREAS, On March 27, 2024, the City's internal Consultant Selection Committee conducted interviews with three bidders and determined that Dewberry Engineers Inc. of Manteca, California, best possesses the skills, experience, and certifications required to provide the requested services and has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services; and

WHEREAS, the City seeks to enter into a Professional Services Agreement (PSA) with Dewberry Engineers Inc. for the Services; and

WHEREAS, there is no impact to General Funds due to this Project, and there are sufficient funds in CIP 73147 to award this PSA for design services in the amount of $4,298,958; and

WHEREAS, CIP 73147 is funded with a combination of Tracy Infrastructure Master Plan Transportation Impact Fees, City Regional Transportation Impact Fees, Measure K, and Senate TCEP grant funding; and

WHEREAS, CIP 73147 has a current available budget of $4,389,292; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement (PSA) with Dewberry Engineers Inc., of Manteca, California, for a not-to-

exceed contract amount of $4,298,958, for an initial term of nineteen (19) months, which includes an administrative option to extend for an additional one year; and be it

FURTHER RESOLVED: Compliance with both CEQA and NEPA is met because the Final IS/MND and Categorical Exemption, respectively, were obtained on February 25, 2021.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 2nd day of July by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

July 2, 2024

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving an Offsite Improvement Agreement between the City and Wright Family Holdings, LLC for offsite improvements to Detention Basin 2A, required for the Golden State Fire Project that was approved by Development Review Permit (D22-0033).

EXECUTIVE SUMMARY

This Agenda Item seeks approval of an Offsite Improvement Agreement (OIA), for the construction of off-site improvements by Wright Family Holdings, LLC (Developer). Construction of these improvements is a condition of approval of the Development Review Permit (D22-0033) for the Golden State Fire Project (Project). The off-site improvements expand existing Detention Basin 2A to increase the storm water storage capacity of the basin. The Developer has executed the OIA and posted the required security to guarantee the completion of these improvements as required by the Conditions of Approval (COAs) of the Development Review Permit. The OIA is attached hereto as Attachment B.

BACKGROUND AND LEGISLATIVE HISTORY

The Developer is the legal owner of that certain real property designated with Assessor's Parcel Number 248-470-31. The approximately 4.73-acre site is currently a vacant industrial site.

On August 11, 2022, Developer submitted a Development Review Permit Application to the City of Tracy to construct a 55,000 square foot facility in which to store and repair fire apparatuses. Development Review Permit Application D22-033 was approved by the City of Tracy Planning Commission on July 25, 2023.

Approval of the Project was subject to specified COAs, which require, amongst other things, that the Developer complete construction of the Project's offsite improvements. Pursuant to the COAs, the scope of work in the OIA includes steepening the slopes of Detention Basin 2A to increase storage capacity. These improvements are required to be completed by the Developer per Condition C.5.1.d of the Project's COAs. The subject improvements are more specifically described in those certain improvement plans, and specifications prepared on behalf of the Developer and approved by the City Engineer.

The OIA is a legally binding mechanism guaranteeing the Developer's construction of the off-site improvements. The Improvements Plans and OIA are on file with the City Engineer under Tracking No. ENG23-0030.

ANALYSIS

The OIA is a necessary and efficient legally binding mechanism guaranteeing Developer's construction of the off-site improvements and compliance with COAs. Under the OIA, the City

will test the soil, at Developer's cost, removed by Developer as part of the improvement work. If the soil is clean, then Developer, at its cost, will haul the soil to a City location. The City can use the soil for other City capital improvement projects. The Developer has executed the OIA and submitted the required security to guarantee completion of the subject improvements.

Upon completion of the improvements, staff will present the improvements to City Council for acceptance and maintenance.

FISCAL IMPACT

There will be no fiscal impact associated with this action. The Developer will pay for the cost of processing of the Agreement, construction and inspection.

Developer will receive storm drainage fee credits and reimbursement that total to $652,963 based on the City's Core Fee Program and subject to Title 13 of the Tracy Municipal Code.

COORDINATION

This staff report was prepared by the Development Services' Engineering Division. No coordination was required with other departments, except for the City Attorney's Office.

CEQA DETERMINATION

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 because the project is characterized as in-fill development and (1) is consistent with the General Plan designation of Commercial and all applicable General Plan policies, as well as consistent with the General Industrial land designation of the Industrial Areas Specific Plan and with all applicable zoning regulations, (2) occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses, (3) has no value as habitat for endangered, rare or threatened species, (4) would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (5) can be adequately served by all required utilities and public services. Therefore, no further environmental review is necessary.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving an Offsite Improvement Agreement between the City and Wright Family Holdings, LLC for offsite improvements to Detention Basin 2A, required for the Golden State Fire Project that was approved by Development Review Permit (D22-0033).

Prepared by: Al Gali, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A – Project Location
Attachment B – Offsite Improvement Agreement



LOCATION MAP

CITY OF TRACY
OFF-SITE IMPROVEMENT AGREEMENT FOR GOLDEN STATE FIRE, D22-0003 DETENTION BASIN 2A, ENG23-0030 PUBLIC IMPROVEMENTS

This **OFF-SITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and Wright Family Holdings, LLC, a California limited liability company ("**Developer**").

Recitals

A. Developer is the legal owner of that certain real property located at 3615 Mars Way designated with Assessor's Parcel Number(s) 248-47-031 respectively and more particularly described in Exhibit "**A**" hereto (the "**Property**").

B. The Development Review Application (D22-0033) for the Golden State Fire ("**Project**") was approved on July 25, 2023 subject to the specified conditions of approval attached hereto as Exhibit "**B**" ("**Conditions of Approval**"), which are incorporated herein by reference.

C. Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the excavation of Detention Basin 2A (collectively, the "**Work**"). The location and details of the Work are described more fully in the eight (8) sheets of improvement plans entitled "Sales & Service Facility Golden State Fire Apparatus" (ENG23-0030), prepared by Schack & Company of Tracy, California ("**Plans and Specifications**"). The Plans and Specifications are on file with the City Engineer and are incorporated herein by reference.

D. Because the Work described above and in the Plans and Specifications has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Scope of Work; Location; Offer of Dedication. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

Developer is responsible for hiring a qualified consultant to complete soil testing prior to the excavation of the basin. The qualified consultant needs to be approved by the City Engineer. Developer is responsible for all costs associated with the soil testing. The City will work directly with the agreed upon qualified consultant to oversee the soil testing.

In the event that the soil testing results confirm that the soil is not contaminated with hazardous waste, the City shall designate a location for disposal of the dirt removed from the Detention Basin 2A that is no more than 7 miles from the location of the basin by no later than the date when excavation of the basin is scheduled to begin.

2. Time Of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice no later than sixty (60) days after the City's execution of this Agreement to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3. Completion of Work. Developer shall complete all Work no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above.

3. Improvement Security. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government

Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

3.1. Faithful Performance security in the amount of $776,183 to secure faithful performance of this Agreement.

3.2. Labor and Material security in the amount of $776,183 to secure payment by Developer to laborers and materialmen.

3.3. Warranty security in the amount of $77,618 to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

4. Indemnification. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 13, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 6 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1. General. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $7,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5. Workers' Compensation coverage shall be maintained as required by the State of California.

5.6. Endorsements. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance

policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

5.9. Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10. Substitute Certificates. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. Independent Contractor Status. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. Default

7.1. Notice of Default. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2. Developer abandons the Work site.

7.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1. Demand that Developer complete performance of the Work.

7.3.2. Demand that Developer's surety (if any) complete performance of the Work.

7.3.3. Resort to any judicial remedies available to the City.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. Repair of any Damage. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. Inspection by City; Inspection Fees. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1. Inspection Fees. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees per the latest approved fee schedule (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "**C**" attached hereto includes the initial contact information referenced in this Section 11.

12. Acceptance of Work. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

14. Notices.

14.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	Wright Family Holdings, LLC Attn: Ryan Wright 7400 Reese Road Sacramento, CA 95828

14.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

15. Approvals by City. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

17. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

18. Assignment and Delegation. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

20. Permits, Licenses, and Compliance with Law. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

21. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Description of Property (Recital A.)
    B. Conditions of Approval (Recital B.)
    C. Subdivider's Authorized Representative Information (Section 11.)

    If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

22. Credit and Reimbursement. Developer shall be eligible for fee credits and reimbursement that total to $652,963.00, based on the City's Core Fee Program and applicable provisions of Title 13 of the Tracy Municipal Code, as follows:

    22.1 Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 5, Developer shall be eligible for Storm Drainage Fee credits up to

the amount of Core Fee Storm Drainage Fees due by the Developer. Core Fee Storm Drainage Fee credits will be applied to the Core Fee Storm Drainage Fee only and the Developer is responsible for paying the Core Fee Storm Drainage Program Management Fee.

22.2 Reimbursement. Developer shall be eligible for reimbursement of the amount in excess of fee credits up to the total indicated in section 22. Reimbursement will be given in accordance with Title 13.

23. Signatures. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____
By: Nancy D. Young
Title: MAYOR

Date: _____

Attest:

_____
By: Adrianne Richardson
Title: CITY CLERK

Date: _____

Approved As To Form:

_____
By: Bijal M. Patel
Title: CITY ATTORNEY

Date: _____

DEVELOPER:

_____
By: Ryan Wright
Title: President

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 248-470-20 (Lot 1), 248-470-21 (Lot 2) and 248-470-22 (Lot 3)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 3028, SOUTH TRACY INDUSTRIAL PARK-UNIT NO. 2" FILED FOR RECORD ON MARCH 2, 2005 IN BOOK 39 OF MAPS AND PLATS AT PAGE 88, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INCLUDING OIL AND GAS RIGHTS, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED NOVEMBER 30, 1989 AS DOCUMENT NO. 89111337, SAN JOAQUIN COUNTY RECORDS.

Exhibit "B"

CITY OF TRACY

DETERMINATION OF
THE DEVELOPMENT SERVICES DIRECTOR

Application Number D22-0033

A determination of the Development Services Director (1) approving a Development Review Permit to construct an approximately 51,900 square foot fire apparatus fabricating facility and related site improvements located at 3501, 3601, and 3701 Mars Way; and (2) determining that the project is categorically exempt from the California Environmental Quality Act pursuant to CEQA guidelines section 15332 which pertains to certain infill development projects. The applicant is Schack & Company Inc., and property owner is Wright Family.

Staff has reviewed the application and determined that the following City regulations apply:

1. Industrial Areas Specific Plan
2. Development Review (TMC Chapter 10.08, Article 30)
3. City of Tracy Design Goals and Standards

The project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15332 which pertains to certain infill development projects, because the project is consistent with the General Plan and Zoning; occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses; has no value as habitat for endangered, rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality, or water quality; and can be adequately served by all required utilities and public services. No further environmental assessment is necessary.

THE DEVELOPMENT SERVICES DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY (1) APPROVES DEVELOPMENT REVIEW PERMIT APPLICATION NUMBER D22-0033; AND (2) DETERMINES THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15332 WHICH PERTAINS TO CERTAIN INFILL DEVELOPMENT PROJECTS, SUBJECT TO CONDITIONS CONTAINED IN EXHIBIT 1 AND BASED ON THE FOLLOWING FINDINGS:

1. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy because the proposal consists of desirable elements such as a variety of materials like stone veneer, metal siding, metal panels, and cement, building variation in façade depth and height, and ample use of windows that creates interest on all visible sides.

2. The project is consistent with the Industrial Areas Specific Plan, Tracy Municipal Code, the City of Tracy General Plan, the Citywide Design Goals and Standards, and other City regulations because the fire apparatus fabricating facility building is a permitted use and will be constructed to adhere to all requirements of the Industrial Areas Specific Plan.

7/25/2023

Bradley Evanson
Interim Director of Development Services

Date of Action

City of Tracy
Conditions of Approval
Golden State Fire Apparatus
Application Number D22-0033

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Golden State Fire Apparatus Project, Development Review Permit D22-0033

The Property: 3501, 3601, and 3701 Mars Way, on the southwest corner of Gandy Dancer Drive and Mars Way (APNs 248-470-20, 248-470-21, and 248-470-22).

A.2. Definitions.

a. "Applicant" means any person, or other legal entity, applying for a conditional use permit.

b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project located at the Property. The Conditions of Approval shall specifically include all conditions set forth herein.

f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.3. Compliance with submitted plans. Prior to the establishment of the use, the project shall be established in substantial compliance with the plans received by the Development Services Department on September 27, 2022 to the satisfaction of the Development Services Director.

A.4. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.5. Compliance with laws. The Developer shall comply with all federal, state and local laws, as amended from time to time, related to the development of real property within the Project, including, but not limited to:

- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- Tracy Municipal Code (TMC) Chapter 10.08 and;
- the Industrial Areas Specific Plan

A.6. Prior to construction, the applicant shall submit construction documents which meet the requirements of the California Building and Fire Codes and the Tracy Municipal Code to the City of Tracy and the South San Joaquin County Fire Authority for review, approval and inspections.

B. Development Services Department, Planning Division Conditions

Contact: Kenny Lipich (209) 831-6443 kenneth.lipich@cityoftracy.org

B.1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.,* "CEQA Guidelines").

B.2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

B.3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the General Plan Environmental Impact Report, dated February 1, 2011.

B.4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B.5. Except as otherwise modified herein, all construction shall be consistent with the plans received by the Development Services Department on September 27, 2022.

B.6. Prior to the issuance of a building permit, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards, including, but not limited to Tracy Municipal Code Section 10.08.3560, the City's Design Goals and Standards, to the satisfaction of the Development Services Director; and with the applicable Department of Water Resources Model Efficient Landscape Ordinance to the satisfaction of the Utilities Director. Said landscape plans shall include documentation which demonstrates there is no less than 20 percent of the parking area in landscaping, 40 percent canopy tree coverage at tree maturity, and canopy shade trees shall be included and evenly distributed throughout the landscape strip along the public right-of-way where compatible with the bio-retention function and in coordination with the location of street trees, in accordance with City Regulations. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

B.7. All trees to be planted in the 25-foot-wide private landscape area along Gandy Dancer Drive shall be located outside the ten-foot-wide public utility easement (PUE). PG&E has underground electric conduit and gas distribution main lines within the existing ten-foot-wide public utility easement (PUE) along Gandy Dancer Drive. All landscaping planted within five feet of the underground lines shall be in accordance with the requirements of PG&E. Prior to issuance of a building permit, the Developer shall submit a detailed landscape and irrigation plan that shows compliance with PG&E's requirements for planting within five feet of the pipelines, to the satisfaction of the Development Services Director.

B.8. Where landscape planters are parallel and adjacent to vehicular parking spaces, the planter areas shall incorporate a 12-inch-wide concrete curb along their perimeter that is adjacent to the sides of the parking space in order to allow access to vehicles without stepping into landscape planters.

B.9. Prior to the issuance of a building permit, an Agreement for Maintenance of Landscape and Irrigation Improvements shall be executed and financial security submitted to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years following Project occupancy. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements, or $2.50 per square foot of on-site landscape area.

B.10. No roof mounted equipment, including, but not limited to, HVAC units, fans, antennas, and dishes whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from any public right-of-way. All roof-mounted equipment shall be screened from view from the public rights-of- way by the exterior parapet walls, to the satisfaction of the Development Services Director.

B.11. All vents, gutters, downspouts, flashing, electrical conduit, gas meters, electrical panels and doors, and other wall-mounted or building-attached utilities shall be

painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

B.12. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into the public rights-of-way, to the satisfaction of the Development Services Director.

B.13. Prior to the issuance of a building permit, bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.

B.14. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

B.15. Trash enclosure(s) shall be at least seven feet tall, of masonry construction, with solid metal doors, and exterior colors and materials to match the building exterior to the satisfaction of the Development Services Director. Prior to the issuance of a building permit, the developer shall demonstrate that the trash enclosure contains sufficient space and access for recycled material in accordance with State law and local standards to the satisfaction of the Public Works Director.

B.16. No signs are approved as part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

B.17. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

B.18. All parking spaces and drive aisles shall meet the minimum dimensional requirements of the City of Tracy Standard Plan 141. Two-way drive aisles serving 90-degree parking spaces shall be at least 26 feet wide and 90-degree parking spaces shall be at least nine feet wide by 18.5 feet long. Planters or sidewalks at the head of parking spaces may be constructed two feet into the front of parking spaces. Such two-foot overhang of landscape planters into the head of parking spaces is not included in the minimum area of required landscaping.

B.19. Consistent with General Plan Noise Element Policy 4 (Goal N-1.2), all construction activity producing any noise beyond the site's property line shall not occur after 7:00 p.m. or before 7:00 a.m.

B.20. Prior to the issuance of a building permit, the applicant shall submit detailed plans that demonstrate a minimum of one foot candle throughout the parking area as

defined in TMC Section 10.08.3450.

B.21. Prior to final inspection or certificate of occupancy, all PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

B.22. Prior to the issuance of a building permit, the developer shall cause to be recorded a lot line adjustment, lot merger, or other instrument to remove the lot lines bisecting the project site to the satisfaction of the Development Services Director.

B.23. The Developer shall comply with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), including, but not limited to, Regulation VIII and Rule 9510 – Indirect Source Review (ISR), to the satisfaction of the APCD.

C. Development Services Department, Engineering Conditions of Approval

Contact: Al Gali (209) 831-6436 al.gali@cityoftracy.org

C.1. General Conditions

Referenced technical memorandum is listed below. Improvements outlined in the following technical memorandum is not conditioned:

1) Storm Drain Technical Memorandum prepared by Wood Rodgers, of Roseville, CA dated April 18, 2023;

C.2. RESERVED
C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer.

Prior to the release of the Grading Permit for the Project, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Developer has completed all conditions set forth in this section.

C.4.2. Developer has obtained the approval (i.e., recorded easements for slopes, drainage, utilities, access, parking, construction, etc.) of all other public agencies and/or private entities with jurisdiction or interest over the required public and/or private facilities and/or property. Written permission from

affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3. Developer has obtained a demolition permit to remove any existing structure located within the project's limits.

C.4.4. All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5. The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading Plan shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code Chapter 12.36), City Design Documents as defined in Title 12 of the Tracy Municipal Code, and these Conditions of Approval.

C.4.6. On-site Grading Plan shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF. These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by the Project's Registered Civil Engineer of Record and the Project's Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Grading Plan approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.8. For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of

Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9. Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by the Project's Registered Geotechnical Engineer. The technical report must include relevant information related to, but not limited to, soil types and characteristics; soil bearing capacity; recommendations of soil and pavement compaction, import fill gradation, retaining wall design, slope gradients, flexible and in-flexible pavement (including paving calculations such as 5-values, gravel factors, gravel equivalence); bore logs; elevation of the highest observed groundwater level; infiltration testing at the bottom floor elevation of the proposed basin; and other design recommendations or geotechnical tests to the satisfaction of the City Engineer.

C.4.10. Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless the Project's Registered Geotechnical Engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11. Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.4.12. Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13. Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14. Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans. Referenced and incorporated herein are Title 11 and Title 12 of the Tracy Municipal Code. Exemptions from this condition are further clarified in the aforementioned code sections.

C.4.15. If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant

exposes/encounters/uncovers any potential archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan Environmental Impact Report; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer of Record.

Prior to the consideration of City Council's approval of said improvement agreement, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.5.1. Off-site and/or Public Infrastructure Improvement Plans prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Landscape Architect for the relevant discipline. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.5.1.a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.5.1.b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.5.1.c. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.1.d. Storm Water - Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public right-of-way with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments. Developer shall also construct the recommended mitigations described in the storm drain technical memorandum.

Developer shall adhere to 'low impact development' practices.

Developer shall excavate up to eleven (11) acre-feet of earth from the slopes of Detention Basin 2A to produce slopes up to 2.5 (horizontal) to 1 (vertical). Developer may export the excavated earth to a suitable location at Developer's discretion. Developer shall also cause its Registered Civil Engineer of Record to design grading plans to depict the said excavation. Developer is eligible for fee credits and/or a reimbursement per Title 13 of the TMC. Said reimbursement shall be formalized in a reimbursement agreement.

Developer and its heirs shall be responsible for repairing and maintaining the on-site storm water treatment system at the Developer's (and heirs') sole cost and expense.

C.5.1.e. Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection. Developer shall also construct the recommended mitigations described in the sanitary

sewer technical memorandum. Developer shall install a 6-inch diameter sewer lateral.

C.5.1.f. Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be per City Regulations and shall not in the driveway. Other proposed locations shall be approved to the satisfaction of the City Engineer.

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

Fire Service Line – Location and construction details of fire service line including fire hydrant(s) that are to serve the Project shall be approved by the Fire Marshal. Prior to the approval of the Improvement Plans by the City Engineer, the Developer shall obtain written approval from the Fire Marshal, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed or planned to serve the Project.

C.5.1.g. Streets – The Developer shall have frontage improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Documents including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City. The Developer shall construct frontage improvements as described below.

Mars Way, Gandy Dancer Drive, Murrieta Way
Developer shall construct or re-construct cracked, settled, and/or damaged portland cement concrete curb, gutter, and sidewalk; fire hydrants; streetlights and pavement along the Project's frontage.

C.5.2. Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within a PUE, if existing, to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s).

C.5.3. Payment of applicable fees required by City Regulations, and these Conditions of Approval including but not limited to plan checking, grading, construction inspection, agreement processing, encroachment permits, and testing fees.

C.5.4. Project Engineer's reasonable cost estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.5.5. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.5.6. No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be either pinned and recessed into the pavement or ramped on all sides. Ramps will be made of cold-mix asphalt concrete, be a minimum two-foot wide, and will run the entire length of each side.

C.5.7. If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5.8. Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.6. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1. Developer has satisfied all conditions in C.1 through C.4 in these Conditions of Approval and has obtained a City approved Grading Permit.

C.6.2. Developer shall pay any applicable development impact fees.

C.6.3. Developer shall complete the excavation in Section C.5.1.d.

C.7. Acceptance of Public Improvements

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

C.7.1. Developer has satisfied all conditions in C.1 through C.6 in these Conditions of Approval.

C.7.2. Prior to improvement acceptance, Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.7.3. Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7.4. Certified "As-Built" On-site Grading and Off-Site Improvement Plans (or Record Drawings) - Prior to improvement acceptance, Developer shall cause its design professionals(s) to prepare Certified "As-Built" grading and off-site Improvement Plans (or Record Drawings). Said Record Drawings shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size 4-millimeter-thick polymer film (mylar). Developer shall re-obtain all signatures from outside agencies prior to submitting the Record Drawings to the City.

C.7.5. Prior to improvement acceptance, Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter, sidewalk and other public improvements associated with the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7.6. Prior to improvement acceptance, Developer has completed the ninety (90) day public landscaping maintenance period.

C.7.7. Prior to improvement acceptance Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet, if applicable.

C.7.8. Survey Monuments – Prior to improvement acceptance, Developer shall submit centerline tie sheets, corner records, a record of survey, etc. for the following: new public streets; re-established survey monuments, damaged, destroyed, altered, and/or reconstructed any existing curb returns, survey monuments and/or benchmarks. Any survey document will be submitted to the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.7.9. Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

C.7.10. Prior to improvement acceptance, Developer shall submit warranty bonds.

C.8. Special Conditions

C.8.1. When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3. Prior to the release of the Building Permit, if water is required for the Project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

C.8.4. Prior to acceptance of the public improvements, Developer shall cause its design professional to provide to the City in both AutoCAD format, and Shape File format (both in versions approved by the City), the public improvements associated with this Project.

D. Development Services Department, Building Division Conditions

Contact: Jesse Canright (209) 831-6412 jesse.canright@cityoftracy.org

D.1. Prior to commencement of construction, applicant shall submit construction plans and supporting documents to demonstrate compliance with CBC 506 and 508 as applicable. Note: based on construction type of V-B, allowable building area is less than proposed building area.

D.2. Prior to the construction of onsite improvement including but not limited to walks, sidewalks, utilities, signs, lights, retaining walls, sound walls, underground vaults, transformer, trellis, trash enclosures, etc., applicant shall submit to the Building Safety

Division construction drawings and supporting documents that conform to the current Title 24 California Code of Regulations at time of application.

D.3. Prior to commencement of construction, applicant shall submit legal documents of existing storm drain easement for installing storm drainpipes in adjacent property per California Plumbing Code 307.1.

D.4. Prior to commencement of construction, applicant shall submit construction plans and supporting documents to demonstrate compliance with CBC 406 "Motor Vehicle Related Occupancies".

D.5. Prior to commencement of construction, applicant shall submit a hazardous material inventory statement to demonstrate compliance with CBC Chapter 3 and applicable sections of Chapter 4.

E. The following conditions provide the applicant with options for funding required Citywide services.

Contact: Guadalupe Pena (209) 831-6834 Guadalupe.Pena@cityoftracy.org

E.1. Streets and Streetlights

Before issuance of any building permit for the Property, Developer shall provide for perpetual funding of the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"), by doing one of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District (CFD). Developer shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which requires that prior to the final inspection, Developer shall complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings.

Or

b. POA and dormant CFD. If the POA is the chosen funding mechanism, Developer must do the following:

1) Form a Property Owner's Association (POA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street

reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure");

2) Cause the POA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) of the POA to ensure the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure");

3) Before final inspection, annex into a CFD in a "dormant" capacity, to be triggered if the POA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of operation, maintenance and replacement for the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"). The dormant tax or assessment shall be disclosed to all property owners, even during the dormant period.

Or

c. Direct funding. Developer shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to approval of final inspection, Developer shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure").

If the provisions for adequate funding of the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure") are met prior to issuance of the building permit for the Property, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

E.2. Landscaping Maintenance

Prior to issuance of any building permit for the Property, Developer shall provide for perpetual funding of the on-going costs of operation, maintenance and replacement for public landscaping for the Property at a high-quality service level as determined by the Parks Director by doing one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Developer shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates the following: (1) prior to issuance of a building permit, the Developer shall form or annex into a Community Facilities District (CFD) for funding the on-going costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan; (2) the items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems; masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks, and public open space areas and trails; (3) formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien; (4) upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment; (5) prior to issuance of a building permit, the Developer shall deposit an amount equal to the first year's taxes; and (6) the Developer shall be responsible for all costs associated with formation or annexation of the CFD.

   Or

b. POA and dormant CFD. If the POA is the chosen funding mechanism, the Developer must do the following:

   1. Form a Property Owner's Association (POA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas that will serve the Property;

   2. Cause the POA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the POA of all public landscape areas that will serve the Property;

   3. Make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas that will serve the Property;

   4. Before final inspection, annex into a CFD in a "dormant" capacity, to be triggered if the POA fails (as determined by the City in its sole and exclusive

discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all property owners, even during the dormant period.

Or

c. Direct funding. The Developer shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit, the Developer shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. The items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks, and public open space areas and trails.

F. South San Joaquin County Fire Authority Conditions

Contact: Daniel Stowe (209) 831-6707 daniel.stowe@sjcfire.org

The following requirements are required to be met prior to any construction or demolition of the property:

F.1. Prior to the start of construction or demolition, applicant shall submit construction documents to the South San Joaquin County Fire Authority for review and approval.

a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.

b. Deferred submittals shall be listed on the coversheet of each page for any fire protection system - fire service underground, fire sprinkler system, fire standpipe system, or the fire alarm system. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.

F. 2. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with 2019 California Fire Code Appendix B.

F. 3. Building and each tenant space shall be provided with approved address identification in accordance with CFC §505 as amended by the Tracy Municipal Code §9.06.070.

F. 4. Fire control room locations shall be approved the fire code official prior to the issuance of construction permit. 2019 California Fire Code §509 as amended by the Tracy Municipal Code §9.06.070.

F. 5. Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. If coverage is inadequate as defined in 2019 California Fire Code §510, a separate permit for 2 emergency radio responder coverage shall be submitted to SSJCFA for review and approval prior to installation.

G. Utilities Department, Water Resources Division Conditions.

Contact: Stephanie Hiestand (209) 831-6333 stephanie.hiestand@cityoftracy.org

G.1. Prior to issuance of a construction or building permit, the applicant shall demonstrate compliance with the 2015 Post-Construction Stormwater Standards (PCSWS) Manual and obtain approval through the following:

G.1.1. Develop a Project Stormwater Plan (PSP) that identifies the methods to be Employed to reduce or eliminate stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment control measures and baseline hydromodification control measures.

G.1.1.a. Design and sizing requirements shall comply with PCSWS Manual.

G.1.1.b. Demand Management Areas must be clearly designated along with identification of pollutants of concern.

G.1.1.c. Calculations of the Stormwater Design Volume and/or Design Flow with results from the Post-Construction Stormwater Runoff Calculator must be submitted in the PSP for approval.

G.1.1.d. Per the PCSWS Manual, include a hydromodification management plan ensuring the post-project runoff flow rate shall not exceed estimated pre-project flow rate for the 2-year, 24 hour storm.

G.1.1.e. Submit one (1) hard copy of the PSP and an electronic copy to the Utilities Department (WaterResources@cityoftracy.org), include the project name, address and Project # and/or Permit # in the title or subject line.

G.1.2. A separate plan sheet(s) designated SW shall be submitted in the plan set that includes the identified methods for pollution prevention outlined in the submitted PSP. You must include all standards, cross sections and design specifications such as landscape requirement in treatment areas including type of irrigation installation and/or height of drain inlet above the flow line, etc. in these SW plan sheets along with legend.

G.1.3. Develop and electronically submit to the Utilities Department for approval (WaterResources@cityoftracy.org) a preliminary Operations and Maintenance (O & M) Plan that identifies the operation, maintenance, and inspection requirements for all stormwater treatment and baseline hydromodification control measures identified in the approved PSP.

G.1.4. No later than two (2) months after approval notification of the submitted PSP, the applicant shall electronically submit the following information to the Utilities Department (WaterResources@cityoftracy.org) for development of a draft stormwater maintenance access agreement, in accordance with the MAPCSWS:

i. Property Owner(s) name and title report; or Corporate name(s) and binding documents (resolutions, etc.) designating ability to sign agreement
ii. Property Address
iii. Exhibit A – legal property description
iv. Exhibit B – approved O & M Plan

G.2. Prior to issuance of a grading permit, the applicant shall provide proof of permit coverage under the Construction General Permit and submittal of an electronic Stormwater Pollution Prevention Plan (SWPPP), to be submitted to WaterResources@cityoftracy.org.

G.3. Project shall always be in compliance with Federal, State and Local mandates with potable water, recycled water and water quality.

G.4. Prior to Certificate of Occupancy, the applicant shall complete the following to the satisfaction of the Utilities Director:

G.4.1. Return to the Utilities Department, two legally signed and notarized copies of the final maintenance access agreement including all exhibits and approved O & M plan previously submitted and received from the Utilities Department.

G.4.2. Obtain final approval by the Utilities Department of the constructed and installed Stormwater pollution prevention methods outlined in the PSP. Frequent inspections of the Post-Construction treatment measures should occur during the construction phase by calling 209-831-6333.

G.4.3. The project shall be in full compliance with Construction General Permit including 70% stabilization of the project with Notice of Termination approval.

G.5. Before the approval of a construction, grading or building permit, the applicant shall demonstrate compliance with Tracy Municipal Code Chapters 11.28 and 11.34 and Chapter 4 or 5 of the California Green Building Standards Code to the satisfaction of the Utilities Director.

G.6. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and obtain approval by the Utilities Department through the following:

G.6.1. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. This LDP shall consist of:

i. A project information sheet that includes the checklist of all documents in the LDP;

ii. The Water Efficient Landscape Worksheets that include a hydrozone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;
iii. A soil management report, after compaction and from various locations throughout the project;
iv. A landscape design plan that includes the statement, "I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:
v. An irrigation design plan with schedule; and
vi. A grading design plan.

G.6.2. Per State Water Resources Control Board on May 24, 2022, all Commercial, Industrial, and Institutional facilities are prohibited from using potable water to irrigate non-functional turf. Non-functional turf is defined as a ground cover surface of mowed grass that is ornamental and not otherwise used for recreational purposes. Please submit your final landscape plan in conformance with these new regulations.

G.6.3. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final approval for Occupancy.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
GOLDEN STATE FIRE, D22-0033
PUBLIC IMPROVEMENTS

Exhibit C

Authorized Representative Contact Information

Wright Family Holdings, LLC
Attn: Ryan Wright
7400 Reese Road
Sacramento, CA 95828
Ryan@goldenstatefire.com
916-330-1638 Office
209-613-3809 Cell

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

APPROVING AN OFFSITE IMPROVEMENT AGREEMENT BETWEEN THE CITY OF TRACY AND WRIGHT FAMILY HOLDINGS, LLC FOR OFFSITE IMPOVEMENTS TO DETENTION BASIN 2A, REQUIRED FOR THE GOLDEN STATE FIRE PROJECT THAT WAS APPROVED BY DEVELOPMENT REVIEW PERMIT (D22-0033).

WHEREAS, the Developer, Wright Family Holdings, LLC (Developer), is the legal owner of that certain real property designated with Assessor's Parcel Numbers 248-470-31, which is an approximately 4.73-acre vacant industrial site; and

WHEREAS, on August 11, 2022, Developer submitted a Development Review Permit Application to the City of Tracy to construct a 55,000 square foot facility, in which to store and repair fire apparatuses; and

WHEREAS, the Development Review Permit Application, D22-033 (Project), was approved by the City of Tracy Planning Commission on July 25, 2023; and

WHEREAS, approval of the Project was subject to specified Conditions of Approval (COAs), which require, amongst other things, that the Developer complete construction of the Project's offsite improvements; and

WHEREAS, pursuant to the Conditions of Approval C.5.1.d, the offsite improvement scope of work includes steepening the slopes of Detention Basin 2A to increase storage capacity; and

WHEREAS, the subject improvements are more specifically described in those certain improvement plans, and specifications prepared on behalf of the Developer and approved by the City Engineer; and

WHEREAS, the Off-Site Improvement Agreement (OIA), attached hereto as Exhibit 1, is a legally binding mechanism to guarantee Developer's construction of the off-site improvements and enforce compliance with the COAs; and

WHEREAS, under the OIA, the City will test the soil, at Developer's cost, removed by Developer as part of the improvement work; and

WHEREAS, if the soil is clean, then Developer, at its cost, will haul the soil to a City location, as the City can use the soil for other City capital improvement projects; and

WHEREAS, the Developer has executed the OIA and submitted the required security to guarantee completion of the subject improvements; and

WHEREAS, upon completion of the improvements, staff will present the improvements to City Council for acceptance and maintenance; and

WHEREAS, the Improvement Plans and OIA are on file with the City Engineer under Tracking No. ENG23-0030; and

WHEREAS, Developer will receive storm drainage fee credits and reimbursement that total to $652,963 based on the City's Core Fee Program and subject to Title 13 of the Tracy Municipal Code; now, therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement between the City and Wright Family Holdings, LLC attached hereto as Exhibit 1 and authorizes execution thereof; and be it

FURTHER RESOLVED: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 because the project is characterized as in-fill development and (1) is consistent with the General Plan designation of Commercial and all applicable General Plan policies, as well as consistent with the General Industrial land designation of the Industrial Areas Specific Plan and with all applicable zoning regulations, (2) occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses, (3) has no value as habitat for endangered, rare or threatened species, (4) would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (5) can be adequately served by all required utilities and public services.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 2nd day of July 2024 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

CITY OF TRACY
OFF-SITE IMPROVEMENT AGREEMENT FOR GOLDEN STATE FIRE, D22-0003 DETENTION BASIN 2A, ENG23-0030 PUBLIC IMPROVEMENTS

This **OFF-SITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and Wright Family Holdings, LLC, a California limited liability company ("**Developer**").

Recitals

A. Developer is the legal owner of that certain real property located at 3615 Mars Way designated with Assessor's Parcel Number(s) 248-47-031 respectively and more particularly described in Exhibit "**A**" hereto (the "**Property**").

B. The Development Review Application (D22-0033) for the Golden State Fire ("**Project**") was approved on July 25, 2023 subject to the specified conditions of approval attached hereto as Exhibit "**B**" ("**Conditions of Approval**"), which are incorporated herein by reference.

C. Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the excavation of Detention Basin 2A (collectively, the "**Work**"). The location and details of the Work are described more fully in the eight (8) sheets of improvement plans entitled "Sales & Service Facility Golden State Fire Apparatus" (ENG23-0030), prepared by Schack & Company of Tracy, California ("**Plans and Specifications**"). The Plans and Specifications are on file with the City Engineer and are incorporated herein by reference.

D. Because the Work described above and in the Plans and Specifications has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Scope of Work; Location; Offer of Dedication. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

Developer is responsible for hiring a qualified consultant to complete soil testing prior to the excavation of the basin. The qualified consultant needs to be approved by the City Engineer. Developer is responsible for all costs associated with the soil testing. The City will work directly with the agreed upon qualified consultant to oversee the soil testing.

In the event that the soil testing results confirm that the soil is not contaminated with hazardous waste, the City shall designate a location for disposal of the dirt removed from the Detention Basin 2A that is no more than 7 miles from the location of the basin by no later than the date when excavation of the basin is scheduled to begin.

2. Time Of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice no later than sixty (60) days after the City's execution of this Agreement to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3. Completion of Work. Developer shall complete all Work no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above.

3. Improvement Security. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government

Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

3.1. Faithful Performance security in the amount of $776,183 to secure faithful performance of this Agreement.

3.2. Labor and Material security in the amount of $776,183 to secure payment by Developer to laborers and materialmen.

3.3. Warranty security in the amount of $77,618 to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

4. Indemnification. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 13, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 6 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1. General. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $7,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5. Workers' Compensation coverage shall be maintained as required by the State of California.

5.6. Endorsements. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance

policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

5.9. Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10. Substitute Certificates. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. Independent Contractor Status. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. Default

7.1. Notice of Default. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2. Developer abandons the Work site.

7.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1. Demand that Developer complete performance of the Work.

7.3.2. Demand that Developer's surety (if any) complete performance of the Work.

7.3.3. Resort to any judicial remedies available to the City.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. Repair of any Damage. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. Inspection by City; Inspection Fees. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1. Inspection Fees. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees per the latest approved fee schedule (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "**C**" attached hereto includes the initial contact information referenced in this Section 11.

12. Acceptance of Work. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

14. Notices.

14.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	Wright Family Holdings, LLC Attn: Ryan Wright 7400 Reese Road Sacramento, CA 95828

14.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

15. Approvals by City. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

17. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

18. Assignment and Delegation. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

20. Permits, Licenses, and Compliance with Law. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

21. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Description of Property (Recital A.)
    B. Conditions of Approval (Recital B.)
    C. Subdivider's Authorized Representative Information (Section 11.)

    If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

22. Credit and Reimbursement. Developer shall be eligible for fee credits and reimbursement that total to $652,963.00, based on the City's Core Fee Program and applicable provisions of Title 13 of the Tracy Municipal Code, as follows:

    22.1 Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 5, Developer shall be eligible for Storm Drainage Fee credits up to

the amount of Core Fee Storm Drainage Fees due by the Developer. Core Fee Storm Drainage Fee credits will be applied to the Core Fee Storm Drainage Fee only and the Developer is responsible for paying the Core Fee Storm Drainage Program Management Fee.

22.2 Reimbursement. Developer shall be eligible for reimbursement of the amount in excess of fee credits up to the total indicated in section 22. Reimbursement will be given in accordance with Title 13.

23. Signatures. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____
By: Nancy D. Young
Title: MAYOR

Date: _____

Attest:

_____
By: Adrianne Richardson
Title: CITY CLERK

Date: _____

Approved As To Form:

_____
By: Bijal M. Patel
Title: CITY ATTORNEY

Date: _____

DEVELOPER:

_____
By: Ryan Wright
Title: President

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 248-470-20 (Lot 1), 248-470-21 (Lot 2) and 248-470-22 (Lot 3)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 3028, SOUTH TRACY INDUSTRIAL PARK-UNIT NO. 2" FILED FOR RECORD ON MARCH 2, 2005 IN BOOK 39 OF MAPS AND PLATS AT PAGE 88, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INCLUDING OIL AND GAS RIGHTS, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED NOVEMBER 30, 1989 AS DOCUMENT NO. 89111337, SAN JOAQUIN COUNTY RECORDS.

Exhibit "B"

CITY OF TRACY

DETERMINATION OF
THE DEVELOPMENT SERVICES DIRECTOR

Application Number D22-0033

A determination of the Development Services Director (1) approving a Development Review Permit to construct an approximately 51,900 square foot fire apparatus fabricating facility and related site improvements located at 3501, 3601, and 3701 Mars Way; and (2) determining that the project is categorically exempt from the California Environmental Quality Act pursuant to CEQA guidelines section 15332 which pertains to certain infill development projects. The applicant is Schack & Company Inc., and property owner is Wright Family.

Staff has reviewed the application and determined that the following City regulations apply:

1. Industrial Areas Specific Plan
2. Development Review (TMC Chapter 10.08, Article 30)
3. City of Tracy Design Goals and Standards

The project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15332 which pertains to certain infill development projects, because the project is consistent with the General Plan and Zoning; occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses; has no value as habitat for endangered, rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality, or water quality; and can be adequately served by all required utilities and public services. No further environmental assessment is necessary.

THE DEVELOPMENT SERVICES DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY (1) APPROVES DEVELOPMENT REVIEW PERMIT APPLICATION NUMBER D22-0033; AND (2) DETERMINES THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15332 WHICH PERTAINS TO CERTAIN INFILL DEVELOPMENT PROJECTS, SUBJECT TO CONDITIONS CONTAINED IN EXHIBIT 1 AND BASED ON THE FOLLOWING FINDINGS:

1. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy because the proposal consists of desirable elements such as a variety of materials like stone veneer, metal siding, metal panels, and cement, building variation in façade depth and height, and ample use of windows that creates interest on all visible sides.

2. The project is consistent with the Industrial Areas Specific Plan, Tracy Municipal Code, the City of Tracy General Plan, the Citywide Design Goals and Standards, and other City regulations because the fire apparatus fabricating facility building is a permitted use and will be constructed to adhere to all requirements of the Industrial Areas Specific Plan.

7/25/2023

Bradley Evanson
Interim Director of Development Services

Date of Action

City of Tracy
Conditions of Approval
Golden State Fire Apparatus
Application Number D22-0033

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Golden State Fire Apparatus Project, Development Review Permit D22-0033

The Property: 3501, 3601, and 3701 Mars Way, on the southwest corner of Gandy Dancer Drive and Mars Way (APNs 248-470-20, 248-470-21, and 248-470-22).

A.2. Definitions.

a. "Applicant" means any person, or other legal entity, applying for a conditional use permit.

b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project located at the Property. The Conditions of Approval shall specifically include all conditions set forth herein.

f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.3. Compliance with submitted plans. Prior to the establishment of the use, the project shall be established in substantial compliance with the plans received by the Development Services Department on September 27, 2022 to the satisfaction of the Development Services Director.

A.4. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.5. Compliance with laws. The Developer shall comply with all federal, state and local laws, as amended from time to time, related to the development of real property within the Project, including, but not limited to:

- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- Tracy Municipal Code (TMC) Chapter 10.08 and;
- the Industrial Areas Specific Plan

A.6. Prior to construction, the applicant shall submit construction documents which meet the requirements of the California Building and Fire Codes and the Tracy Municipal Code to the City of Tracy and the South San Joaquin County Fire Authority for review, approval and inspections.

B. Development Services Department, Planning Division Conditions

Contact: Kenny Lipich (209) 831-6443 kenneth.lipich@cityoftracy.org

B.1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.,* "CEQA Guidelines").

B.2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

B.3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the General Plan Environmental Impact Report, dated February 1, 2011.

B.4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B.5. Except as otherwise modified herein, all construction shall be consistent with the plans received by the Development Services Department on September 27, 2022.

B.6. Prior to the issuance of a building permit, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards, including, but not limited to Tracy Municipal Code Section 10.08.3560, the City's Design Goals and Standards, to the satisfaction of the Development Services Director; and with the applicable Department of Water Resources Model Efficient Landscape Ordinance to the satisfaction of the Utilities Director. Said landscape plans shall include documentation which demonstrates there is no less than 20 percent of the parking area in landscaping, 40 percent canopy tree coverage at tree maturity, and canopy shade trees shall be included and evenly distributed throughout the landscape strip along the public right-of-way where compatible with the bio-retention function and in coordination with the location of street trees, in accordance with City Regulations. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

B.7. All trees to be planted in the 25-foot-wide private landscape area along Gandy Dancer Drive shall be located outside the ten-foot-wide public utility easement (PUE). PG&E has underground electric conduit and gas distribution main lines within the existing ten-foot-wide public utility easement (PUE) along Gandy Dancer Drive. All landscaping planted within five feet of the underground lines shall be in accordance with the requirements of PG&E. Prior to issuance of a building permit, the Developer shall submit a detailed landscape and irrigation plan that shows compliance with PG&E's requirements for planting within five feet of the pipelines, to the satisfaction of the Development Services Director.

B.8. Where landscape planters are parallel and adjacent to vehicular parking spaces, the planter areas shall incorporate a 12-inch-wide concrete curb along their perimeter that is adjacent to the sides of the parking space in order to allow access to vehicles without stepping into landscape planters.

B.9. Prior to the issuance of a building permit, an Agreement for Maintenance of Landscape and Irrigation Improvements shall be executed and financial security submitted to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years following Project occupancy. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements, or $2.50 per square foot of on-site landscape area.

B.10. No roof mounted equipment, including, but not limited to, HVAC units, fans, antennas, and dishes whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from any public right-of-way. All roof-mounted equipment shall be screened from view from the public rights-of- way by the exterior parapet walls, to the satisfaction of the Development Services Director.

B.11. All vents, gutters, downspouts, flashing, electrical conduit, gas meters, electrical panels and doors, and other wall-mounted or building-attached utilities shall be

painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

B.12. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into the public rights-of-way, to the satisfaction of the Development Services Director.

B.13. Prior to the issuance of a building permit, bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.

B.14. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

B.15. Trash enclosure(s) shall be at least seven feet tall, of masonry construction, with solid metal doors, and exterior colors and materials to match the building exterior to the satisfaction of the Development Services Director. Prior to the issuance of a building permit, the developer shall demonstrate that the trash enclosure contains sufficient space and access for recycled material in accordance with State law and local standards to the satisfaction of the Public Works Director.

B.16. No signs are approved as part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

B.17. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

B.18. All parking spaces and drive aisles shall meet the minimum dimensional requirements of the City of Tracy Standard Plan 141. Two-way drive aisles serving 90-degree parking spaces shall be at least 26 feet wide and 90-degree parking spaces shall be at least nine feet wide by 18.5 feet long. Planters or sidewalks at the head of parking spaces may be constructed two feet into the front of parking spaces. Such two-foot overhang of landscape planters into the head of parking spaces is not included in the minimum area of required landscaping.

B.19. Consistent with General Plan Noise Element Policy 4 (Goal N-1.2), all construction activity producing any noise beyond the site's property line shall not occur after 7:00 p.m. or before 7:00 a.m.

B.20. Prior to the issuance of a building permit, the applicant shall submit detailed plans that demonstrate a minimum of one foot candle throughout the parking area as

defined in TMC Section 10.08.3450.

B.21. Prior to final inspection or certificate of occupancy, all PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

B.22. Prior to the issuance of a building permit, the developer shall cause to be recorded a lot line adjustment, lot merger, or other instrument to remove the lot lines bisecting the project site to the satisfaction of the Development Services Director.

B.23. The Developer shall comply with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), including, but not limited to, Regulation VIII and Rule 9510 – Indirect Source Review (ISR), to the satisfaction of the APCD.

C. Development Services Department, Engineering Conditions of Approval

Contact: Al Gali (209) 831-6436 al.gali@cityoftracy.org

C.1. General Conditions

Referenced technical memorandum is listed below. Improvements outlined in the following technical memorandum is not conditioned:

1) Storm Drain Technical Memorandum prepared by Wood Rodgers, of Roseville, CA dated April 18, 2023;

C.2. RESERVED
C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer.

Prior to the release of the Grading Permit for the Project, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Developer has completed all conditions set forth in this section.

C.4.2. Developer has obtained the approval (i.e., recorded easements for slopes, drainage, utilities, access, parking, construction, etc.) of all other public agencies and/or private entities with jurisdiction or interest over the required public and/or private facilities and/or property. Written permission from

affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3. Developer has obtained a demolition permit to remove any existing structure located within the project's limits.

C.4.4. All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5. The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading Plan shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code Chapter 12.36), City Design Documents as defined in Title 12 of the Tracy Municipal Code, and these Conditions of Approval.

C.4.6. On-site Grading Plan shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF. These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by the Project's Registered Civil Engineer of Record and the Project's Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Grading Plan approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.8. For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of

Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9. Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by the Project's Registered Geotechnical Engineer. The technical report must include relevant information related to, but not limited to, soil types and characteristics; soil bearing capacity; recommendations of soil and pavement compaction, import fill gradation, retaining wall design, slope gradients, flexible and in-flexible pavement (including paving calculations such as 5-values, gravel factors, gravel equivalence); bore logs; elevation of the highest observed groundwater level; infiltration testing at the bottom floor elevation of the proposed basin; and other design recommendations or geotechnical tests to the satisfaction of the City Engineer.

C.4.10. Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless the Project's Registered Geotechnical Engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11. Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.4.12. Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13. Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14. Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans. Referenced and incorporated herein are Title 11 and Title 12 of the Tracy Municipal Code. Exemptions from this condition are further clarified in the aforementioned code sections.

C.4.15. If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant

exposes/encounters/uncovers any potential archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan Environmental Impact Report; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer of Record.

Prior to the consideration of City Council's approval of said improvement agreement, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.5.1. Off-site and/or Public Infrastructure Improvement Plans prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Landscape Architect for the relevant discipline. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.5.1.a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.5.1.b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.5.1.c. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.1.d. Storm Water - Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public right-of-way with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments. Developer shall also construct the recommended mitigations described in the storm drain technical memorandum.

Developer shall adhere to 'low impact development' practices.

Developer shall excavate up to eleven (11) acre-feet of earth from the slopes of Detention Basin 2A to produce slopes up to 2.5 (horizontal) to 1 (vertical). Developer may export the excavated earth to a suitable location at Developer's discretion. Developer shall also cause its Registered Civil Engineer of Record to design grading plans to depict the said excavation. Developer is eligible for fee credits and/or a reimbursement per Title 13 of the TMC. Said reimbursement shall be formalized in a reimbursement agreement.

Developer and its heirs shall be responsible for repairing and maintaining the on-site storm water treatment system at the Developer's (and heirs') sole cost and expense.

C.5.1.e. Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection. Developer shall also construct the recommended mitigations described in the sanitary

sewer technical memorandum. Developer shall install a 6-inch diameter sewer lateral.

C.5.1.f. Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be per City Regulations and shall not in the driveway. Other proposed locations shall be approved to the satisfaction of the City Engineer.

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

Fire Service Line – Location and construction details of fire service line including fire hydrant(s) that are to serve the Project shall be approved by the Fire Marshal. Prior to the approval of the Improvement Plans by the City Engineer, the Developer shall obtain written approval from the Fire Marshal, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed or planned to serve the Project.

C.5.1.g. Streets – The Developer shall have frontage improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Documents including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City. The Developer shall construct frontage improvements as described below.

Mars Way, Gandy Dancer Drive, Murrieta Way
Developer shall construct or re-construct cracked, settled, and/or damaged portland cement concrete curb, gutter, and sidewalk; fire hydrants; streetlights and pavement along the Project's frontage.

C.5.2. Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within a PUE, if existing, to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s).

C.5.3. Payment of applicable fees required by City Regulations, and these Conditions of Approval including but not limited to plan checking, grading, construction inspection, agreement processing, encroachment permits, and testing fees.

C.5.4. Project Engineer's reasonable cost estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.5.5. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.5.6. No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be either pinned and recessed into the pavement or ramped on all sides. Ramps will be made of cold-mix asphalt concrete, be a minimum two-foot wide, and will run the entire length of each side.

C.5.7. If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5.8. Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.6. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1. Developer has satisfied all conditions in C.1 through C.4 in these Conditions of Approval and has obtained a City approved Grading Permit.

C.6.2. Developer shall pay any applicable development impact fees.

C.6.3. Developer shall complete the excavation in Section C.5.1.d.

C.7. Acceptance of Public Improvements

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

C.7.1. Developer has satisfied all conditions in C.1 through C.6 in these Conditions of Approval.

C.7.2. Prior to improvement acceptance, Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.7.3. Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7.4. Certified "As-Built" On-site Grading and Off-Site Improvement Plans (or Record Drawings) - Prior to improvement acceptance, Developer shall cause its design professionals(s) to prepare Certified "As-Built" grading and off-site Improvement Plans (or Record Drawings). Said Record Drawings shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size 4-millimeter-thick polymer film (mylar). Developer shall re-obtain all signatures from outside agencies prior to submitting the Record Drawings to the City.

C.7.5. Prior to improvement acceptance, Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter, sidewalk and other public improvements associated with the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7.6. Prior to improvement acceptance, Developer has completed the ninety (90) day public landscaping maintenance period.

C.7.7. Prior to improvement acceptance Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet, if applicable.

C.7.8. Survey Monuments – Prior to improvement acceptance, Developer shall submit centerline tie sheets, corner records, a record of survey, etc. for the following: new public streets; re-established survey monuments, damaged, destroyed, altered, and/or reconstructed any existing curb returns, survey monuments and/or benchmarks. Any survey document will be submitted to the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.7.9. Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

C.7.10. Prior to improvement acceptance, Developer shall submit warranty bonds.

C.8. Special Conditions

C.8.1. When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3. Prior to the release of the Building Permit, if water is required for the Project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

C.8.4. Prior to acceptance of the public improvements, Developer shall cause its design professional to provide to the City in both AutoCAD format, and Shape File format (both in versions approved by the City), the public improvements associated with this Project.

D. Development Services Department, Building Division Conditions

Contact: Jesse Canright (209) 831-6412 jesse.canright@cityoftracy.org

D.1. Prior to commencement of construction, applicant shall submit construction plans and supporting documents to demonstrate compliance with CBC 506 and 508 as applicable. Note: based on construction type of V-B, allowable building area is less than proposed building area.

D.2. Prior to the construction of onsite improvement including but not limited to walks, sidewalks, utilities, signs, lights, retaining walls, sound walls, underground vaults, transformer, trellis, trash enclosures, etc., applicant shall submit to the Building Safety

Division construction drawings and supporting documents that conform to the current Title 24 California Code of Regulations at time of application.

D.3. Prior to commencement of construction, applicant shall submit legal documents of existing storm drain easement for installing storm drainpipes in adjacent property per California Plumbing Code 307.1.

D.4. Prior to commencement of construction, applicant shall submit construction plans and supporting documents to demonstrate compliance with CBC 406 "Motor Vehicle Related Occupancies".

D.5. Prior to commencement of construction, applicant shall submit a hazardous material inventory statement to demonstrate compliance with CBC Chapter 3 and applicable sections of Chapter 4.

E. The following conditions provide the applicant with options for funding required Citywide services.

Contact: Guadalupe Pena (209) 831-6834 Guadalupe.Pena@cityoftracy.org

E.1. Streets and Streetlights

Before issuance of any building permit for the Property, Developer shall provide for perpetual funding of the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"), by doing one of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District (CFD). Developer shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which requires that prior to the final inspection, Developer shall complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings.

Or

b. POA and dormant CFD. If the POA is the chosen funding mechanism, Developer must do the following:

1) Form a Property Owner's Association (POA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street

reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure");

2) Cause the POA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) of the POA to ensure the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure");

3) Before final inspection, annex into a CFD in a "dormant" capacity, to be triggered if the POA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of operation, maintenance and replacement for the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"). The dormant tax or assessment shall be disclosed to all property owners, even during the dormant period.

Or

c. Direct funding. Developer shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to approval of final inspection, Developer shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure").

If the provisions for adequate funding of the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure") are met prior to issuance of the building permit for the Property, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

E.2. Landscaping Maintenance

Prior to issuance of any building permit for the Property, Developer shall provide for perpetual funding of the on-going costs of operation, maintenance and replacement for public landscaping for the Property at a high-quality service level as determined by the Parks Director by doing one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Developer shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates the following: (1) prior to issuance of a building permit, the Developer shall form or annex into a Community Facilities District (CFD) for funding the on-going costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan; (2) the items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems; masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks, and public open space areas and trails; (3) formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien; (4) upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment; (5) prior to issuance of a building permit, the Developer shall deposit an amount equal to the first year's taxes; and (6) the Developer shall be responsible for all costs associated with formation or annexation of the CFD.

   Or

b. POA and dormant CFD. If the POA is the chosen funding mechanism, the Developer must do the following:

   1. Form a Property Owner's Association (POA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas that will serve the Property;

   2. Cause the POA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the POA of all public landscape areas that will serve the Property;

   3. Make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas that will serve the Property;

   4. Before final inspection, annex into a CFD in a "dormant" capacity, to be triggered if the POA fails (as determined by the City in its sole and exclusive

discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all property owners, even during the dormant period.

Or

c. Direct funding. The Developer shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit, the Developer shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. The items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks, and public open space areas and trails.

F. South San Joaquin County Fire Authority Conditions

Contact: Daniel Stowe (209) 831-6707 daniel.stowe@sjcfire.org

The following requirements are required to be met prior to any construction or demolition of the property:

F.1. Prior to the start of construction or demolition, applicant shall submit construction documents to the South San Joaquin County Fire Authority for review and approval.

a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.

b. Deferred submittals shall be listed on the coversheet of each page for any fire protection system - fire service underground, fire sprinkler system, fire standpipe system, or the fire alarm system. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.

F. 2. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with 2019 California Fire Code Appendix B.

F. 3. Building and each tenant space shall be provided with approved address identification in accordance with CFC §505 as amended by the Tracy Municipal Code §9.06.070.

F. 4. Fire control room locations shall be approved the fire code official prior to the issuance of construction permit. 2019 California Fire Code §509 as amended by the Tracy Municipal Code §9.06.070.

F. 5. Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. If coverage is inadequate as defined in 2019 California Fire Code §510, a separate permit for 2 emergency radio responder coverage shall be submitted to SSJCFA for review and approval prior to installation.

G. Utilities Department, Water Resources Division Conditions.

Contact: Stephanie Hiestand (209) 831-6333 stephanie.hiestand@cityoftracy.org

G.1. Prior to issuance of a construction or building permit, the applicant shall demonstrate compliance with the 2015 Post-Construction Stormwater Standards (PCSWS) Manual and obtain approval through the following:

G.1.1. Develop a Project Stormwater Plan (PSP) that identifies the methods to be Employed to reduce or eliminate stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment control measures and baseline hydromodification control measures.

G.1.1.a. Design and sizing requirements shall comply with PCSWS Manual.

G.1.1.b. Demand Management Areas must be clearly designated along with identification of pollutants of concern.

G.1.1.c. Calculations of the Stormwater Design Volume and/or Design Flow with results from the Post-Construction Stormwater Runoff Calculator must be submitted in the PSP for approval.

G.1.1.d. Per the PCSWS Manual, include a hydromodification management plan ensuring the post-project runoff flow rate shall not exceed estimated pre-project flow rate for the 2-year, 24 hour storm.

G.1.1.e. Submit one (1) hard copy of the PSP and an electronic copy to the Utilities Department (WaterResources@cityoftracy.org), include the project name, address and Project # and/or Permit # in the title or subject line.

G.1.2. A separate plan sheet(s) designated SW shall be submitted in the plan set that includes the identified methods for pollution prevention outlined in the submitted PSP. You must include all standards, cross sections and design specifications such as landscape requirement in treatment areas including type of irrigation installation and/or height of drain inlet above the flow line, etc. in these SW plan sheets along with legend.

G.1.3. Develop and electronically submit to the Utilities Department for approval (WaterResources@cityoftracy.org) a preliminary Operations and Maintenance (O & M) Plan that identifies the operation, maintenance, and inspection requirements for all stormwater treatment and baseline hydromodification control measures identified in the approved PSP.

G.1.4. No later than two (2) months after approval notification of the submitted PSP, the applicant shall electronically submit the following information to the Utilities Department (WaterResources@cityoftracy.org) for development of a draft stormwater maintenance access agreement, in accordance with the MAPCSWS:

i. Property Owner(s) name and title report; or Corporate name(s) and binding documents (resolutions, etc.) designating ability to sign agreement
ii. Property Address
iii. Exhibit A – legal property description
iv. Exhibit B – approved O & M Plan

G.2. Prior to issuance of a grading permit, the applicant shall provide proof of permit coverage under the Construction General Permit and submittal of an electronic Stormwater Pollution Prevention Plan (SWPPP), to be submitted to WaterResources@cityoftracy.org.

G.3. Project shall always be in compliance with Federal, State and Local mandates with potable water, recycled water and water quality.

G.4. Prior to Certificate of Occupancy, the applicant shall complete the following to the satisfaction of the Utilities Director:

G.4.1. Return to the Utilities Department, two legally signed and notarized copies of the final maintenance access agreement including all exhibits and approved O & M plan previously submitted and received from the Utilities Department.

G.4.2. Obtain final approval by the Utilities Department of the constructed and installed Stormwater pollution prevention methods outlined in the PSP. Frequent inspections of the Post-Construction treatment measures should occur during the construction phase by calling 209-831-6333.

G.4.3. The project shall be in full compliance with Construction General Permit including 70% stabilization of the project with Notice of Termination approval.

G.5. Before the approval of a construction, grading or building permit, the applicant shall demonstrate compliance with Tracy Municipal Code Chapters 11.28 and 11.34 and Chapter 4 or 5 of the California Green Building Standards Code to the satisfaction of the Utilities Director.

G.6. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and obtain approval by the Utilities Department through the following:

G.6.1. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. This LDP shall consist of:

i. A project information sheet that includes the checklist of all documents in the LDP;

ii. The Water Efficient Landscape Worksheets that include a hydrozone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;
iii. A soil management report, after compaction and from various locations throughout the project;
iv. A landscape design plan that includes the statement, "I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:
v. An irrigation design plan with schedule; and
vi. A grading design plan.

G.6.2. Per State Water Resources Control Board on May 24, 2022, all Commercial, Industrial, and Institutional facilities are prohibited from using potable water to irrigate non-functional turf. Non-functional turf is defined as a ground cover surface of mowed grass that is ornamental and not otherwise used for recreational purposes. Please submit your final landscape plan in conformance with these new regulations.

G.6.3. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final approval for Occupancy.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
GOLDEN STATE FIRE, D22-0033
PUBLIC IMPROVEMENTS

Exhibit C

Authorized Representative Contact Information

Wright Family Holdings, LLC
Attn: Ryan Wright
7400 Reese Road
Sacramento, CA 95828
Ryan@goldenstatefire.com
916-330-1638 Office
209-613-3809 Cell

July 2, 2024

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting public improvements as complete for Vela View Apartments, constructed by Valpico Tracy Apartments, LLC (Developer), (2) authorizing the City Clerk to file the Notice of Completion with the Office of the San Joaquin County Recorder, (3) authorizing the City Engineer to release bonds in accordance with agreements and law, (4) accepting land dedications from the Developer, and (5) approving a Conditional Offsite Improvement Agreement with the Developer for future improvements.

EXECUTIVE SUMMARY

This agenda item seeks an adoption of a Resolution by the City Council accepting public improvements relating to Vela View Apartments (Project) constructed by Valpico Tracy Apartments, LLC (Developer) as complete and authorizing the City Clerk to file the Notice of Completion with the Office of San Joaquin County Recorder. This would authorize the City Engineer to release bonds in accordance with the terms of Offsite Improvement Agreement (OIA) for the Project. Staff is also seeking acceptance of the land dedications from the Developer, which were necessary to accommodate the improvements required under the OIA and the Project's Conditions of approval (COAs). Simultaneously, staff is also seeking approval of a Conditional Offsite Improvement Agreement (COIA) with the Developer to allow future improvements to Glenbriar Drive when triggered, which are also part of COAs for the approval of the Vela Apartments.

BACKGROUND AND LEGISLATIVE HISTORY

Numerous approvals have occurred as related to the Project.

Developer has completed public improvements, as required by the Project's Conditions of Approval . The Project is located on Valpico Road at the intersection of Glenbriar Drive, as shown on Attachment A. The completed public improvements include signalizing the intersection of Valpico Road and Glenbriar Drive, bus turnout, and related infrastructure in accordance with a previously approved Offsite OIA. Staff recommends that the City Council accept the improvements as completed, authorize the City Clerk to file a Notice of Completion, authorize the City Engineer to release the Developer's bonds, and accept land dedications from Developer related to these improvements.

Additionally, the Developer has an obligation to complete additional improvements to Glenbriar Drive at a future time, for which staff recommends the City Council authorize the execution of a Conditional Offsite Improvement Agreement.

On October 1, 2019, by Resolution 2019-195, the City Council approved Development Review Permit Application D19-0018 for a 264-unit residential apartment project on approximately 11.62 acres on the north side of Valpico Road at Glenbriar Drive.

On April 24, 2020, pursuant to Urgency Ordinance No. 1285, the City Manager approved an Inspection and Improvement Agreement with the Developer, allowing construction of offsite

improvements to proceed prior to formal approval of offsite improvement plans. Improvement plans were signed by the City Engineer on April 28, 2021.

On December 15, 2021, pursuant to Urgency Ordinance No. 1285, the City Manager approved an OIA with the Developer for the construction of certain offsite improvements, including improvements to the signalized intersection of Valpico Road and Glenbriar Drive, bus turnout, and related infrastructure.

On December 6, 2022, by Resolution 2022-195, the City Council approved Development Review Permit Application D22-0005, allowing perimeter fencing of the site and a gated entrance on Glenbriar Drive. The gated entrance design was incorporated in the OIA plans previously approved by the City Council.

On May 4, 2023, the City and Developer executed a Public Landscaping Maintenance Agreement, by which Developer is responsible for irrigation and maintenance of public landscaping within the median and parkstrip on Valpico Road from MacArthur Boulevard to the western property line of the Project.

ANALYSIS

Developer has completed all the work required to be done in accordance with the OIA and has requested acceptance of the completed public improvements. The City Engineer has inspected the completed work and confirmed that the improvements conform to the OIA and City plans and specifications. The estimated cost of the public improvements are as follows:

Cost Breakdown:		
Roadway Improvements	$	558,118
Water	$	42,420
Storm Drainage	$	62,733
Sanitary Sewer	$	3,124
Street Lighting	$	91,025
Traffic Signal	$	192,500
Landscaping	$	12,100
Land Value	$	34,000
Total	**$**	**996,020**

Bonds were provided by Developer as required by the OIA in amounts as follows:

Bond Type	**Agreement**
Faithful Performance	$1,632,543
Labor and Material	$1,632,543
Warranty	$163,254

Faithful Performance bonds may be released upon acceptance of improvements by the City. Labor and Material bonds may be released thirty days after the recordation of the Notice of Completion as the statute of limitations period expires in accordance with Civil Code §9356.

Warranty bond may be released one year after City acceptance of improvements and warranty work, if any, is completed. City Council acceptance and filing of the Notice of Completion will memorialize the satisfactory completion of improvements.

Additional public right-of-way and easement dedications were necessary to accommodate the improvements required under the OIA and the Project COAs, among other things, per Development Review Permit Application D19-0018. The dedications are as follows:

1. Pursuant to COAs C.4.f and C4.h, a fee dedication, in the form of a Grant Deed, of public right of way on Valpico Road containing 0.34 acre, is required to satisfy the roadway master plan width of Valpico Road.
2. Pursuant to COAs C.4.f and C.7.c, an Irrevocable Offer of Dedication of Glenbriar Drive. The City intends to take fee ownership of Glenbriar Drive at such time as the roadway is extended north and connecting with Derone Drive in the Ventana Subdivision (Conditions C.4.f. & C.7.c.).
3. Pursuant to COA item C.4.g, a Public Utility Easement must be granted:
   a. Over Glenbriar Drive, a private street containing public utilities.
   b. Along private utility routes throughout the site.
   c. Over area containing City water meters.
4. Pursuant to COA, item C.4.i, an Emergency Vehicle Access Easement over Glenbriar Drive, a private street, must be granted.

Land value of the Valpico Road fee dedication is based on a unit value of $100,000 per acre. Upon acceptance, land dedication instruments will be recorded at the San Joaquin County Recorder. Grant Deed for Valpico Road, Irrevocable Offer of Dedication for Glenbriar Drive, Public Utility Easement, and Emergency Vehicle Access Easement are attached as Attachment B, C, D, and F, respectively.

Pursuant to the COA item C.4 of Development Review Permit Application D19-0018, the Developer is required to execute a Deferred Improvement Agreement (DIA) prior to issuance of Certificate of Occupancy. Staff recommends that the DIA be superseded by a Conditional Offsite Improvement Agreement (COIA). The COIA is to guarantee the implementation of certain improvements that could not be practically implemented until a future date. The improvements are as follows:

1. Pursuant to COA item C.8, Developer must retain onsite stormwater runoff until such time as Detention Basin 2B and the permanent storm drain piping to Detention Basin 2B have been constructed, made operational, and made available for connection. At that time, Developer will be required to complete the installation of the Project's permanent storm drainage connection.
2. Pursuant to COAs item C.4.e., at such time as the City takes future fee ownership of Glenbriar Drive, City will grant utility crossing easements to the Developer so that the Developer can maintain private sanitary sewer and storm drain piping crossing Glenbriar Drive. The utility easements shall be granted to the Developer via City execution of a Private Utility Crossing Easement Agreement (PUC Agreement) between the City and the Developer. To guarantee that the Developer follows through with their obligation to execute the PUC Agreement, said agreement (approved to form) will be included as Exhibit C of the Project's COIA (Attachment E).

The approval of Development Review Application D22-0005 included additional COAs containing public improvements, amongst other things, that could not be practically implemented until a future date. The proposed COIA will also address the following improvements:

1. Pursuant to COA item C.7.8(i), Glenbriar Drive, north of Valpico Road, will be maintained as a private street until such time as the City extends Glenbriar Drive north to connect with Derone Drive in Ventana Subdivision. At that time, the City will take ownership of Glenbriar Drive and it will become a public street. At that time, Developer will be required to make certain modifications to Glenbriar Drive, including the removal of the privacy gate, restoration of the median island, and removal of the barricade & guardrail at the north end of Glenbriar Drive.

The COIA is a legally binding mechanism guaranteeing the Developer's construction of the offsite improvements.

FISCAL IMPACT

All improvements were completed by the Developer in accordance with the OIA and there is no fiscal impact associated with this action. Future maintenance and irrigation costs of landscaping along the Valpico Road median and project frontage will be paid by Developer per their executed Landscape Maintenance Agreement. City will maintain all other public improvements.

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Project construction activities were coordinated with City of Tracy Operation and Utilities Division.

CEQA DETERMINATION

The recommended actions are exempt from CEQA (California Environmental Quality Act) compliance under Section 15061(b)(3) of the CEQA Guidelines (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that such actions may have a significant effect on the environment.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure the physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution to (1) accept public improvements as complete for Vela View Apartments, constructed by Valpico Tracy Apartments, LLC (Developer), (2) authorize the City Clerk to file the Notice of Completion with the Office of the San Joaquin County Recorder, (3) authorize the City Engineer to release bonds in accordance with agreements and law, (4) accept land dedications from the Developer, and (5) approve a Conditional Offsite Improvement Agreement with the Developer for future improvements.

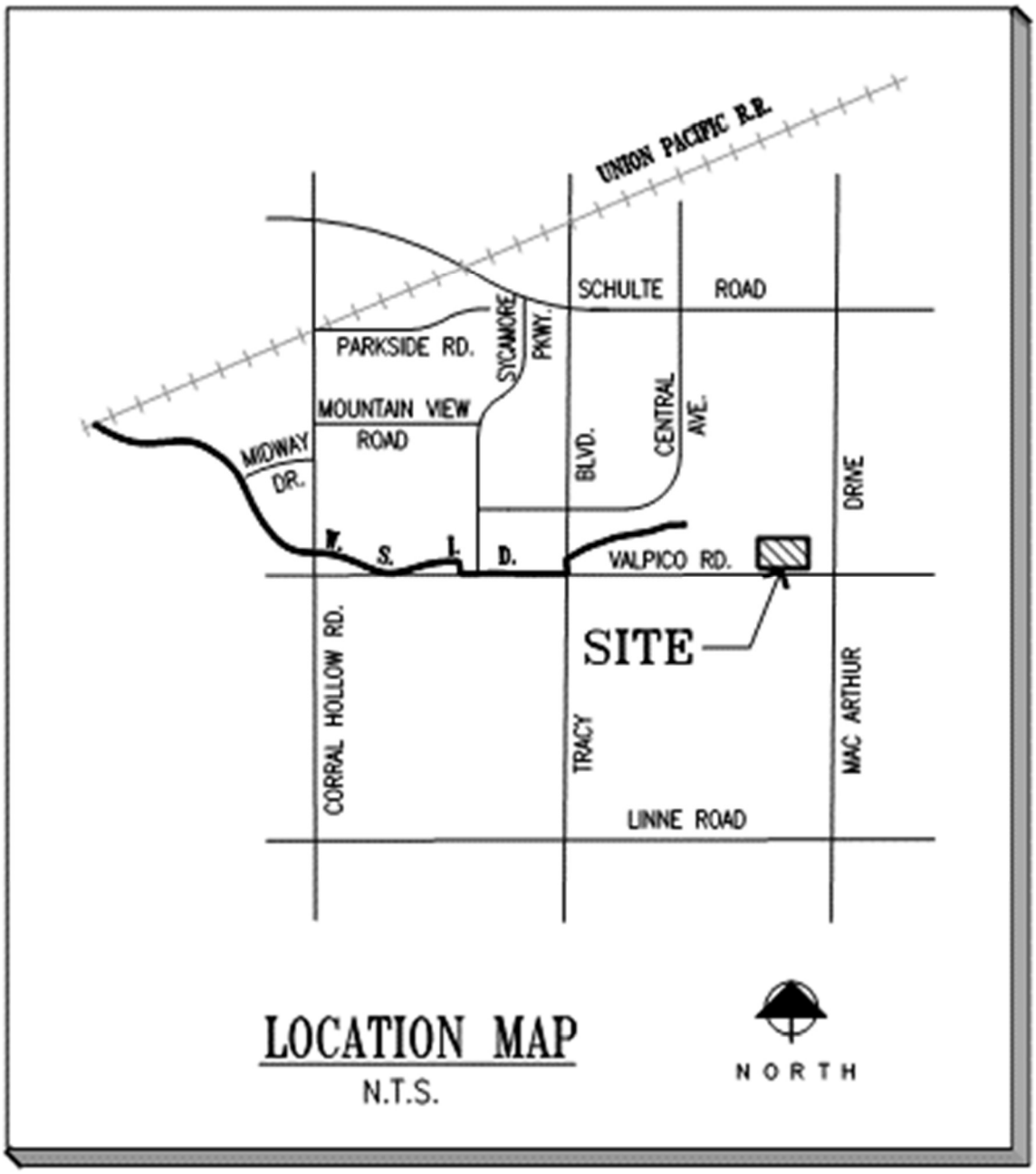
Prepared by: Majeed Mohamed, Associate Engineer
Al Gali, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Vela Apartments Vicinity Map
Attachment B – Irrevocable Offer of Dedication for Glenbriar Drive
Attachment C – Grant Deed for Valpico Road
Attachment D – Public Utility Easement
Attachment E – Conditional Offsite Improvement Agreement
Attachment F – Emergency Vehicle Access Easement



LOCATION MAP

N.T.S.

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 246-140-24

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company common ("**Grantor**"), represents that, as the owner of that certain real property described on Exhibit C attached hereto ("**Property**"), and subject to the satisfaction of the Dedication Condition (as hereinafter defined), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION ("**Grantee**"), the hereinafter described real property for the following public purpose:

> Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

*The real property referred to above ("**IOD Area**") is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:*

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION OF IOD AREA

EXHIBIT B FOR PLAT OF IOD AREA

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

Notwithstanding the foregoing or anything to the contrary herein, the foregoing dedication of the IOD Area ("**Dedication**") is expressly conditioned upon the City (at its cost) connecting the IOD Area to that certain public street known as Derone Lane shown on Exhibit B attached hereto ("**Dedication Condition**"). In the event the Dedication Condition occurs, the Dedication shall be subject and subordinate to all matters of record or apparent, improvements, contracts, leases, licenses, encumbrances, and claims of title affecting the IOD Area as of the date the Dedication Condition is satisfied.

Grantor shall be responsible for maintaining the IOD Area prior to the Dedication Condition being satisfied. In the event the Dedication Condition occurs and the IOD Area is thereby dedicated to the City for use as a public street, the grantor will provide a form

of perpetual funding as described in the original project Conditions of Approval for Development Review Application D19-0018, Section 20, and the City shall automatically become fully responsible for maintaining the IOD Area utilizing the approved perpetual funding source for maintenance.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on Grantor, Grantee, and each of their heirs, executors, administrators, successors and assigns. Except as expressly set forth herein, the City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

The Dedication rights granted herein shall run with the land. However, in the event the Dedication Condition is not satisfied, the provisions of this Offer of Dedication shall not be deemed to constitute a dedication for public use, nor to create any rights in the general public or any third party (including Grantee). It is the intention of the parties that this Offer of Dedication shall be strictly limited to and for the purposes expressed herein. This Offer of Dedication is intended for the exclusive benefit of the parties hereto and their respective successors and assigns.

Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Offer of Dedication.

This Offer of Dedication shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Offer of Dedication shall be invalid or unenforceable to any extent, the remainder of this Offer of Dedication shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Offer of Dedication may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records of San Joaquin County, California. No provision of this Offer of Dedication shall be deemed to have been waived unless such waiver is in writing. Should either party hereto institute any action or proceeding to enforce any provisions hereof or for damages by reason of the breach, default or liability of the other party arising out of any provision of this Offer of Dedication, the prevailing party shall be entitled to recover costs of suit and reasonable attorneys' fees.

This Offer of Dedication, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records of San Joaquin County, California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

Signed this 7th day of June, 2024

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT "A"
DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO TRACY APARTMENTS, LLC AS DESCRIBED IN DOCUMENT NO. 2023-004201, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°41'15" EAST, 218.80 FEET, TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 0°15'36" WEST, 71.46 FEET;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 469.00 FEET, THROUGH A CENTRAL ANGLE OF 23°18'00, AND AN ARC LENGTH OF 190.73 FEET;
3. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF A 206.00 FEET, THROUGH A CENTRAL ANGLE OF 18°25'45", AND AN ARC LENGTH OF 66.26 FEET;
4. SOUTH 4°36'40" EAST, 115.03 FEET;
5. THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 28°33'22", AND AN ARC LENGTH OF 4.98 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°36'40" WEST, 91.46 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS NORTH 58°13'20" WEST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 36°23'20", AND AN ARC LENGTH OF 12.70 FEET;
2. NORTH 4°36'40" WEST, 189.23 FEET;
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 9°46'37", AND AN ARC LENGTH OF 34.13 FEET;
4. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, THROUGH A CENTRAL ANGLE OF 14°38'53", AND AN ARC LENGTH OF 135.75 FEET;
5. THENCE NORTH 0°15'36" EAST, 71.52 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 0.73 ACRES MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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

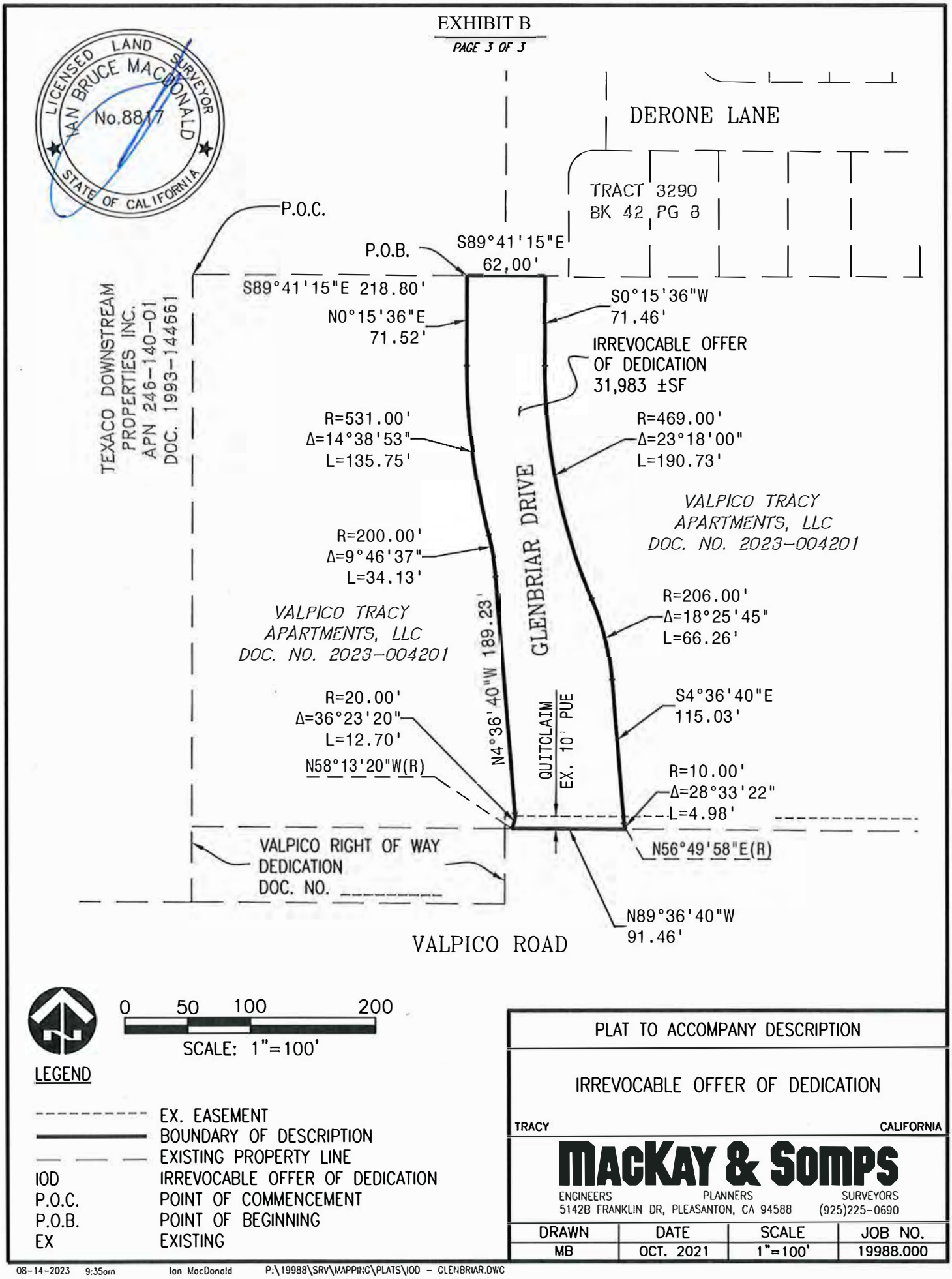
LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/21/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT B

DEPICTION OF IOD AREA



0 50 100 200

SCALE: 1"=100'

LEGEND

----------	EX. EASEMENT
————	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
IOD	IRREVOCABLE OFFER OF DEDICATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
EX	EXISTING

PLAT TO ACCOMPANY DESCRIPTION

IRREVOCABLE OFFER OF DEDICATION

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
MB	OCT. 2021	1"=100'	19988.000

08-14-2023 9:35am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\IOD - GLENBRIAR.DWG

EXHIBIT C
DESCRIPTION OF GRANTOR PROPERTY

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
City of Tracy
Attn: Adrianne Richardson, City Clerk 333 Civic Center Plaza
Tracy, CA 95376

APN: 246-140-24

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and § 6103, and exempt from Documentary Transfer Tax pursuant to Revenue & Taxation Code § 11922.

GRANT DEED
(VALPICO ROAD RIGHT OF WAY IN FEE)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Valpico Tracy Apartments, LLC, a Delaware limited liability company ("**Grantor**"),

hereby grants to the City of Tracy, a municipal corporation ("**Grantee**"),

that certain real property in the City of Tracy, County of San Joaquin, California more particularly described on Exhibit A-1 and depicted on Exhibit A-2 attached hereto and made a part hereof ("**Property**"), for the purpose of public streets right-of-way.

Grantor, for the same consideration, acknowledges its intention to convey by this deed not only all present right, title, and interest but also any and all right, title, and interest after-acquired by Grantor or its assigns in the above-described Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed on June 7, 2024.

Grantor:

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, [illegible]

Signature _____

(This area for official notarial seal)

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Deed or Grant is hereby accepted by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. _____ of the Tracy City Council, adopted on _____, _____, and recorded with the San Joaquin County Recorder on _____, _____, Book _____, pages _____ through _____, and the grantee consents to recordation thereof by its duly authorized officer.

_____
City Clerk, City of Tracy, California

EXHIBIT "A-1"
DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLEN BRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RIGHT OF WAY DEDICATION

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 0°15'36" EAST, 60.00 FEET, TO A POINT HEREAFTER REFERRED TO AS **POINT A**;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS SOUTH 89°36'40" EAST, 249.80 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 0°15'36" WEST, 60.00 FEET;
2. THENCE NORTH 89°36'40" WEST, 249.80 FEET, TO THE **POINT OF BEGINNING**;

CONTAINING 14,988 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

PUBLIC UTILITY EASEMENT

BEGINNING FROM THE HEREINABOVE MENTIONED **POINT A**, ALONG THE WESTERLY LINE OF SAID LANDS OF VALPICO GLEN BRIAR APARTMENTS NORTH 0°15'36" EAST, 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°36'40" EAST, 225.89 FEET;
2. NORTH 0°00'00" EAST, 6.93 FEET;
3. NORTH 90°00'00" EAST, 21.59 FEET;
4. SOUTH 18°07'15" EAST, 7.46 FEET;
5. SOUTH 0°23'20" WEST, 10.00 FEET;
6. NORTH 89°36'40" WEST, 249.80 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 2,657 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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



6/24/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "A-2"
PAGE 3 OF 3



TEXACO
DOWNSTREAM
PROPERTIES INC.
APN 246-140-01
DOC. 1993-144661

LANDS OF VALPICO
GLENBRIAR APARTMENTS
DOC. NO. 2020-024778

PUBLIC UTILITY EASEMENT
2657± SF

N0°15'36"E
10.00'

POINT A
P.O.B. PUE

N89°36'40"W 225.89'

N0°00'00"E
6.93'

N90°00'00"E
21.59'

N18°07'15"W
7.46'

N0°23'20"E
10.00'

N89°36'40"W 249.80'

N0°15'36"E
60.00'

RIGHT OF WAY
DEDICATION
14,988 ±SF

N0°15'36"E
60.00'

N89°36'40"W 249.80'

P.O.B.

VALPICO ROAD

0 30 60 120
SCALE: 1"=60'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
— — — — —	EASEMENT LINE
P.O.B.	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT

PLAT TO ACCOMPANY DESCRIPTION

RIGHT-OF-WAY DEDICATION
VALPICO ROAD

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
MB	MAY 2023	1"=60'	19988.000

06-24-2024 7:22am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO DEDICATION.DWG

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 246-140-24

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company ("**Grantor**"), as owner of that certain real property described on **Exhibit C** attached hereto ("**Grantor Property**"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("**Grantee**"), a perpetual easement and right-of-way for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of the Grantor Property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibits A-1** and **A-2** and illustrated on **Exhibit B-1** and **B-2** attached hereto and made a part hereof by this reference (collectively, "**Easement Area**"). The easement rights granted herein include the following: (a) the right of Grantee to install and maintain any and all necessary PG&E and Telecom utility facilities on the Easement Area, including, but not limited to, poles, wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; provided, however, the foregoing shall not interfere with Grantor's use of the Property; (b) Grantee's rights of ingress and egress from the Easement Area herein described and across the Grantor Property for all purposes useful or convenient in connection with the exercise of the rights herein granted to Grantee, at locations which shall not interfere with Grantor's reasonable use of its remainder Grantor Property; (c) the right of Grantee to construct, reconstruct, repair, replace, operate and maintain said facilities in the Easement Area and the right of Grantee to enter upon, pass and re-pass over, along, and beside said Easement Area and right-of-way; provided, however, Grantee shall not unreasonably interfere with Grantor's use of the Grantor Property; and (d) the reasonable right of Grantee to temporarily deposit tools, implements and material on the Easement Area while such tools, implements and materials are actively in use by Grantee.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever and wherever necessary for the purposes above set forth.

Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement or private utilities over, across or upon said Easement Area and right-of-way without first obtaining written permission from Grantee,

which shall not be unreasonably withheld. Grantor shall keep the Easement Area clear from any obstacles that will make the area un-accessible. Except for the foregoing, Grantor shall continue to have the right to use the Easement Area in any manner desired by Grantor so long as any such use does not unreasonably interfere with the rights granted to Grantee hereunder.

Grantor shall be responsible for maintaining the Easement Area; provided, however, Grantee shall promptly repair any damage to Easement Area to the extent caused by Grantee. Grantee shall indemnify, defend, and hold Grantor and its respective lenders and/or assigns, harmless from and against any actually incurred claims, costs, and liabilities, including legal costs and attorneys' fees, directly arising from Grantee's exercise of any Easement rights granted herein or Grantee's use of the Easement Area.

The conveyance of said easement and right-of-way is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. However, the provisions of this Public Utility Easement Deed shall not be deemed to constitute a dedication for public use, nor to create any rights in the general public or any third party. It is the intention of the parties that this Public Utility Easement Deed shall be strictly limited to and for the purposes expressed herein. This conveyance is binding on the Grantor, Grantee, and each of their heirs, assigns or successors in interest. Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Public Utility Easement Deed.

This Public Utility Easement Deed shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Public Utility Easement Deed shall be invalid or unenforceable to any extent, the remainder of this Public Utility Easement Deed shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Public Utility Easement Deed may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records of San Joaquin County, California. No provision of this Public Utility Easement Deed shall be deemed to have been waived unless such waiver is in writing. Should either party hereto institute any action or proceeding to enforce any provisions hereof or for damages by reason of the breach, default or liability of the other party arising out of any provision of this Public Utility Easement Deed, the prevailing party shall be entitled to recover costs of suit and reasonable attorneys' fees.

This Public Utility Easement Deed, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records of San Joaquin County, California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signed this 7th day of June, 2024

GRANTOR:

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024 before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

Signature Christina D Shoop

(This area for official notarial seal)

CERTIFICATION

This is to certify that the interest in real property herein conveyed by is hereby accepted by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. _____ of the Tracy City Council, adopted on _____, _____, and recorded with the San Joaquin County Recorder on _____, _____, Book _____, pages _____ through _____, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

_____
City Clerk, City of Tracy

EXHIBIT "A-1"

LEGAL DESCRIPTION OF

EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLENBRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 0°15'36" EAST, 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°36'40" EAST, 249.84 FEET;
2. NORTH 0°14'18" EAST, 60.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITHIN SAID LANDS, THE FOLLOWING TWENTY-NINE (29) COURSES:

1. NORTH 18°07'15" WEST, 7.46 FEET;
2. NORTH 04°36'40" WEST, 88.29 FEET;
3. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 178.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 15°41'23" WEST, HAVING A CENTRAL ANGLE OF 15°41'23" AND AN ARC LENGTH OF 48.74 FEET;
4. NORTH 90°00'00" WEST, 26.27 FEET;
5. SOUTH 00°00'00" EAST, 7.00 FEET;
6. NORTH 90°00'00" WEST, 10.00 FEET;
7. NORTH 00°00'00" EAST, 17.00 FEET;
8. NORTH 90°00'00" EAST, 36.27 FEET;
9. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 168.00 FEET, HAVING A CENTRAL ANGLE OF 16°21'30" AND AN ARC LENGTH OF 47.97 FEET;
10. NORTH 04°36'40" WEST, 84.93 FEET;
11. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 190.00 FEET, HAVING A CENTRAL ANGLE OF 09°46'37" AND AN ARC LENGTH OF 32.42 FEET;
12. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 541.00 FEET, HAVING A CENTRAL ANGLE OF 10°39'38" AND AN ARC LENGTH OF 100.66 FEET;
13. NORTH 90°00'00" WEST, 66.99 FEET;

14. SOUTH 00°00'00" EAST, 74.03 FEET;
15. NORTH 90°00'00" EAST, 8.00 FEET;
16. SOUTH 00°00'00" EAST, 10.00 FEET;
17. NORTH 90°00'00" WEST, 18.00 FEET;
18. NORTH 00°00'00" EAST, 91.03 FEET;
19. SOUTH 90°00'00" WEST, 5.00 FEET;
20. NORTH 00°00'00" EAST, 13.50 FEET;
21. NORTH 90°00'00" EAST, 13.00 FEET;
22. SOUTH 00°00'00" EAST, 4.50 FEET;
23. NORTH 90°00'00" EAST, 68.19 FEET;
24. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 541.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 87°58'09" EAST, HAVING A CENTRAL ANGLE OF 02°17'27" AND AN ARC LENGTH OF 21.63 FEET;
25. NORTH 00°15'36" EAST, 19.77 FEET;
26. NORTH 89°44'24" WEST, 2.95 FEET;
27. NORTH 00°15'36" EAST, 19.83 FEET;
28. SOUTH 89°44'24" EAST, 2.95 FEET;
29. NORTH 00°15'36" EAST, 31.92 FEET TO THE NORTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 82.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING NINETEEN (19) COURSES:

1. SOUTH 00°15'36" WEST, 71.45 FEET;
2. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 459.00 FEET, HAVING A CENTRAL ANGLE OF 19°05'35" AND AN ARC LENGTH OF 152.96 FEET;
3. NORTH 67°16'18" EAST, 133.23 FEET;
4. NORTH 00°00'00" EAST, 32.21 FEET;
5. SOUTH 90°00'00" WEST, 25.39 FEET;
6. NORTH 21°31'50" WEST, 19.51 FEET;
7. SOUTH 90°00'00" WEST, 44.71 FEET;

8. NORTH 00°00'00" EAST, 8.00 FEET;
9. NORTH 90°00'00" EAST, 48.00 FEET;
10. SOUTH 21°31'50" EAST, 16.28 FEET;
11. NORTH 90°00'00" EAST, 23.28 FEET;
12. NORTH 00°00'00" EAST, 51.04 FEET;
13. NORTH 90°00'00" EAST, 615.18 FEET;
14. SOUTH 00°00'00" EAST, 10.72 FEET;
15. NORTH 90°00'00" WEST, 6.00 FEET;
16. SOUTH 00°00'00" WEST, 34.96 FEET;
17. SOUTH 22°30'00" EAST, 11.76 FEET;
18. SOUTH 00°00'00" WEST, 187.67 FEET;
19. THENCE SOUTH 90°00'00" EAST, 63.06 FEET TO THE EASTERLY LINE OF SAID LANDS;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°15'07" WEST, 10.00 FEET;

THENCE LEAVING SAID EASTERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING NINE (9) COURSES:

1. NORTH 90°00'00" WEST, 58.76 FEET;
2. SOUTH 00°00'00" EAST, 6.39 FEET;
3. NORTH 90°00'00" WEST, 4.26 FEET;
4. SOUTH 00°00'00" WEST, 21.78 FEET;
5. NORTH 90°00'00" EAST, 3.74 FEET;
6. SOUTH 00°00'00" EAST, 11.74 FEET;
7. NORTH 90°00'00" WEST, 3.74 FEET;
8. SOUTH 00°00'00" EAST, 24.96 FEET;
9. SOUTH 90°00'00" EAST, 62.73 FEET TO THE EASTERLY LINE OF SAID LANDS;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°15'07" WEST, 50.63 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS NORTH 89°36'40" WEST, 72.51 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING NINETY-THREE (93) COURSES:

1. NORTH 00°00'00" EAST, 37.48 FEET;
2. NORTH 90°00'00" WEST, 5.19 FEET;
3. NORTH 00°00'00" EAST, 12.66 FEET;
4. NORTH 90°00'00" EAST, 5.19 FEET;
5. NORTH 00°00'00" WEST, 45.97 FEET;
6. NORTH 90°00'00" WEST, 2.85 FEET;
7. NORTH 00°00'00" EAST, 3.95 FEET;
8. NORTH 90°00'00" WEST, 174.46 FEET;
9. SOUTH 00°00'00" EAST, 88.86 FEET;
10. NORTH 89°36'40" WEST, 17.00 FEET;
11. NORTH 00°00'00" EAST, 22.74 FEET;
12. SOUTH 90°00'00" EAST, 7.00 FEET;
13. NORTH 00°00'00" EAST, 66.00 FEET;
14. SOUTH 90°00'00" WEST, 141.85 FEET;
15. SOUTH 00°00'00" EAST, 8.62 FEET;
16. NORTH 90°00'00" WEST, 9.00 FEET;
17. NORTH 00°00'00" EAST, 18.62 FEET;
18. NORTH 90°00'00" EAST, 146.19 FEET;
19. NORTH 00°00'00" EAST, 6.25 FEET;
20. NORTH 90°00'00" EAST, 11.75 FEET;
21. SOUTH 00°00'00" EAST, 6.25 FEET;
22. SOUTH 90°00'00" EAST, 180.22 FEET;
23. NORTH 00°00'00" EAST, 177.56 FEET;
24. NORTH 90°00'00" WEST, 2.75 FEET;
25. NORTH 00°00'00" EAST, 11.75 FEET;
26. NORTH 90°00'00" EAST, 2.75 FEET;
27. NORTH 00°00'00" EAST, 11.32 FEET;

28. NORTH 22°30'00" WEST, 11.76 FEET;
29. NORTH 00°00'00" EAST, 27.82 FEET;
30. NORTH 90°00'00" WEST, 4.67 FEET;
31. NORTH 00°00'00" WEST, 9.85 FEET;
32. NORTH 90°00'00" WEST, 67.27 FEET;
33. SOUTH 00°00'00" EAST, 8.23 FEET;
34. NORTH 90°00'00" WEST, 19.83 FEET;
35. NORTH 00°00'00" EAST, 8.23 FEET;
36. SOUTH 90°00'00" WEST, 55.96 FEET;
37. SOUTH 00°00'00" EAST, 2.00 FEET;
38. NORTH 90°00'00" WEST, 8.10 FEET;
39. NORTH 00°00'00" EAST, 2.00 FEET;
40. NORTH 90°00'00" WEST, 9.49 FEET;
41. SOUTH 00°00'00" EAST, 69.92 FEET;
42. NORTH 90°00'00" EAST, 3.25 FEET;
43. SOUTH 00°00'00" EAST, 11.75 FEET;
44. NORTH 90°00'00" WEST, 3.25 FEET;
45. SOUTH 00°00'00" WEST, 6.38 FEET;
46. NORTH 90°00'00" EAST, 5.00 FEET;
47. SOUTH 00°00'00" EAST, 6.00 FEET;
48. NORTH 90°00'00" WEST, 16.00 FEET;
49. NORTH 00°00'00" WEST, 94.06 FEET;
50. NORTH 90°00'00" WEST, 60.00 FEET;
51. SOUTH 00°00'00" WEST, 93.44 FEET;
52. NORTH 90°00'00" WEST, 19.47 FEET;
53. NORTH 00°00'00" EAST, 10.10 FEET;
54. NORTH 90°00'00" EAST, 5.22 FEET;
55. NORTH 00°00'00" EAST, 12.59 FEET;

56. NORTH 90°00'00" EAST, 5.25 FEET;
57. NORTH 00°00'00" EAST, 70.75 FEET;
58. NORTH 90°00'00" WEST, 70.42 FEET;
59. SOUTH 00°00'00" EAST, 9.35 FEET;
60. NORTH 90°00'00" WEST, 19.83 FEET;
61. NORTH 00°00'00" EAST, 9.35 FEET;
62. NORTH 90°00'00" WEST, 81.62 FEET;
63. SOUTH 00°00'00" EAST, 68.58 FEET;
64. NORTH 90°00'00" EAST, 5.25 FEET;
65. SOUTH 00°00'00" EAST, 12.25 FEET;
66. NORTH 90°00'00" EAST, 7.27 FEET;
67. SOUTH 00°00'00" EAST, 10.00 FEET;
68. NORTH 90°00'00" WEST, 17.52 FEET;
69. NORTH 00°00'00" EAST, 90.83 FEET;
70. NORTH 90°00'00" WEST, 84.09 FEET;
71. SOUTH 00°00'00" EAST, 16.96 FEET;
72. NORTH 90°00'00" WEST, 8.00 FEET;
73. NORTH 00°00'00" EAST, 12.96 FEET;
74. NORTH 90°00'00" WEST, 11.75 FEET;
75. NORTH 00°00'00" EAST, 4.00 FEET;
76. NORTH 90°00'00" WEST, 63.16 FEET;
77. SOUTH 00°00'00" EAST, 78.02 FEET;
78. NORTH 90°00'00" EAST, 28.50 FEET;
79. SOUTH 00°00'00" EAST, 17.50 FEET;
80. NORTH 90°00'00" WEST, 39.52 FEET;
81. SOUTH 67°16'18" WEST, 115.49 FEET;
82. SOUTH 23°12'02" EAST, 12.50 FEET;

83. SOUTH 66°47'58" WEST, 13.52 FEET;

84. ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 459.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 68°20'27" EAST, HAVING A CENTRAL ANGLE OF 01°22'52" AND AN ARC LENGTH OF 11.06 FEET;

85. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 216.00 FEET, HAVING A CENTRAL ANGLE OF 18°25'45" AND AN ARC LENGTH OF 69.48 FEET;

86. SOUTH 04°36'40" EAST, 99.87 FEET;

87. SOUTH 90°00'00" EAST, 49.57 FEET;

88. NORTH 00°00'00" WEST, 8.67 FEET;

89. NORTH 67°17'00" EAST, 42.67 FEET;

90. SOUTH 22°43'00" EAST, 5.41 FEET;

91. SOUTH 67°17'00" WEST, 31.93 FEET;

92. SOUTH 00°00'00" WEST, 18.87 FEET, TO A POINT HEREAFTER REFERRED TO AS **POINT A**;

93. NORTH 89°36'40" WEST, 165.37 FEET, TO THE **POINT OF BEGINNING** OF PARCEL A;

CONTAINING 1.59 ACRES MORE OR LESS.

PARCEL B

COMMENCING FROM THE HEREINABOVE MENTIONED **POINT A**, THENCE SOUTH 89°36'40" EAST, 40.23 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITHIN SAID LANDS, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 0°00'00" EAST, 2.05 FEET;
2. NORTH 90°00'00" EAST, 9.50 FEET;
3. SOUTH 0°00'00" EAST, 2.11 FEET, TO A POINT HEREAFTER REFERRED TO AS **POINT B**;
4. THENCE NORTH 89°36'40" WEST, 9.50 FEET, TO THE **POINT OF BEGINNING** OF PARCEL B.

CONTAINING 20 SQUARE FEET MORE OR LESS.

PARCEL C

COMMENCING FROM THE HEREINABOVE MENTIONED **POINT B**, THENCE SOUTH 89°36'40" EAST, 206.83 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITHIN SAID LANDS THE FOLLOWING FOUR (4) COURSES:

1. NORTH 0°00'00" EAST, 25.77 FEET;
2. NORTH 90°00'00" EAST, 6.00 FEET;

3. SOUTH 0°00'00" EAST, 25.81 FEET;

4. THENCE NORTH 89°36'40" WEST, 6.00 FEET, TO THE **POINT OF BEGINNING** OF PARCEL C.

CONTAINING 155 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:



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

6/21/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "A-2"
LEGAL DESCRIPTION
OF EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLEN BRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RIGHT OF WAY DEDICATION

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 0°15'36" EAST, 60.00 FEET, TO A POINT HEREAFTER REFERRED TO AS **POINT A**;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS SOUTH 89°36'40" EAST, 249.80 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 0°15'36" WEST, 60.00 FEET;
2. THENCE NORTH 89°36'40" WEST, 249.80 FEET, TO THE **POINT OF BEGINNING**;

CONTAINING 14,988 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

PUBLIC UTILITY EASEMENT

BEGINNING FROM THE HEREINABOVE MENTIONED **POINT A**, ALONG THE WESTERLY LINE OF SAID LANDS OF VALPICO GLEN BRIAR APARTMENTS NORTH 0°15'36" EAST, 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°36'40" EAST, 225.89 FEET;
2. NORTH 0°00'00" EAST, 6.93 FEET;
3. NORTH 90°00'00" EAST, 21.59 FEET;
4. SOUTH 18°07'15" EAST, 7.46 FEET;
5. SOUTH 0°23'20" WEST, 10.00 FEET;
6. NORTH 89°36'40" 249.80 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 2,657 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

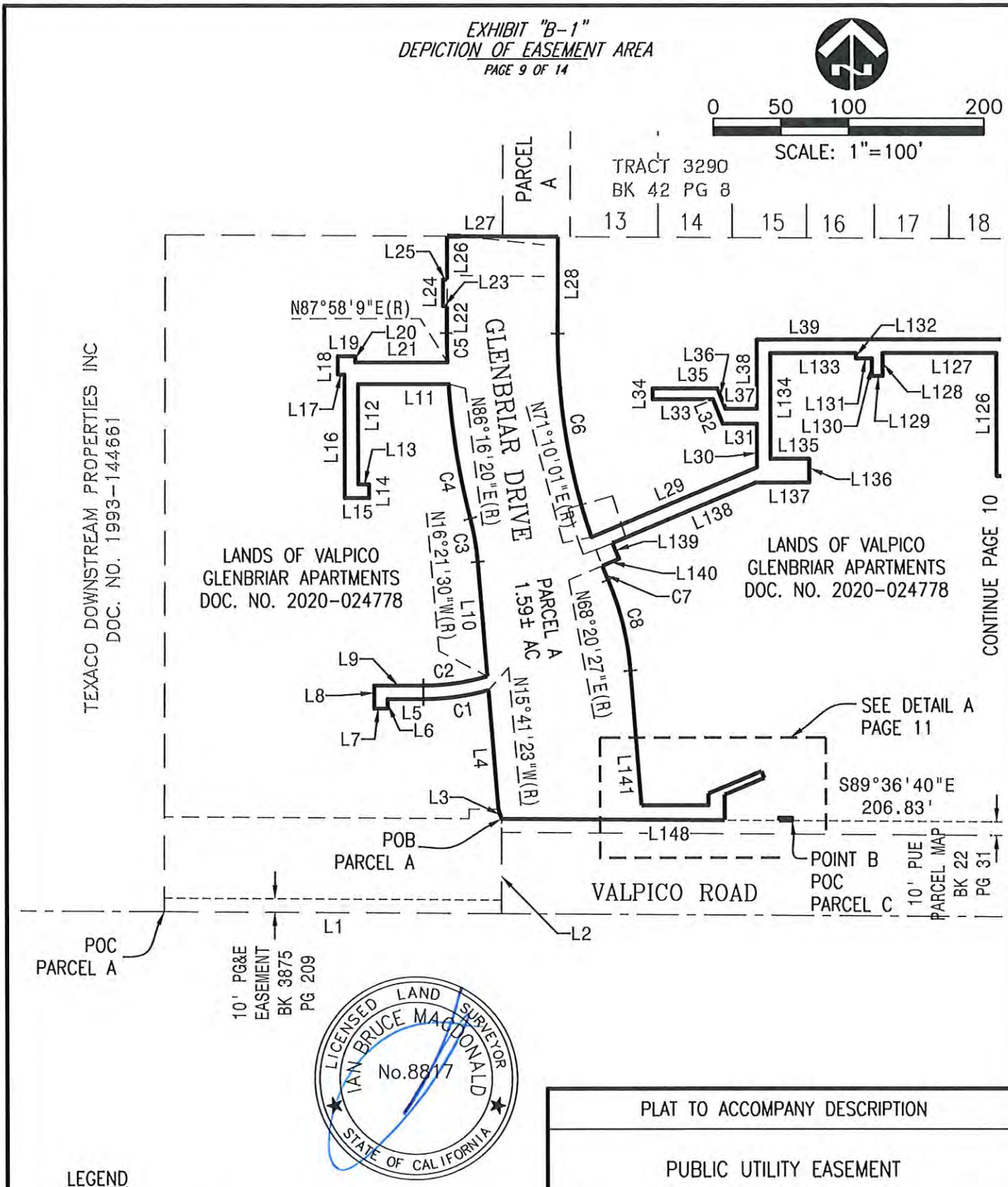
IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/21/24
DATE

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EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 9 OF 14



LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
- - - - - - - - - -	EXISTING PUE
PUE	PUBLIC UTILITY EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

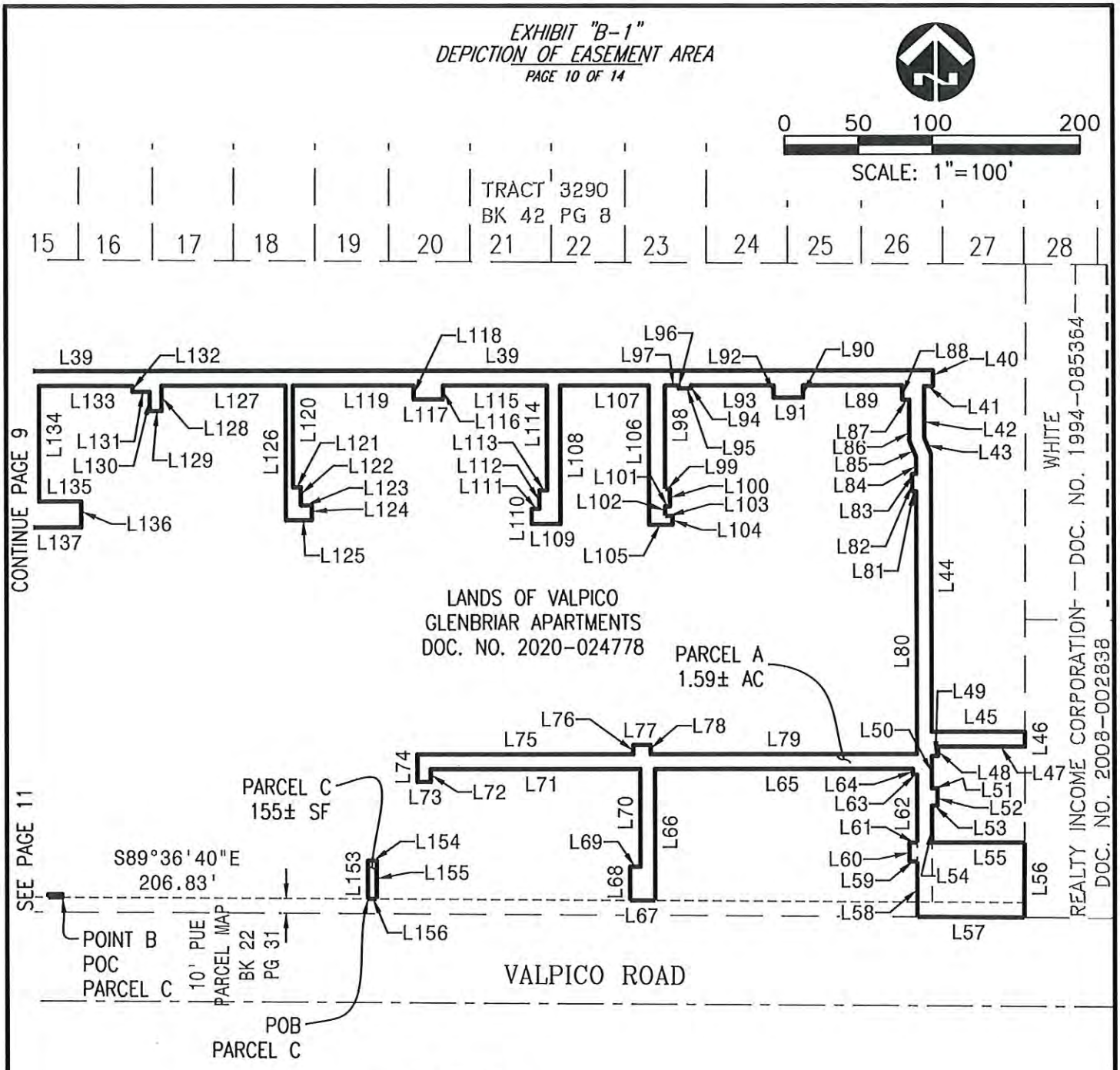
PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	1"=100'	19988.000

EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 10 OF 14



LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
- - - - - - - - - -	EXISTING PUE
PUE	PUBLIC UTILITY EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

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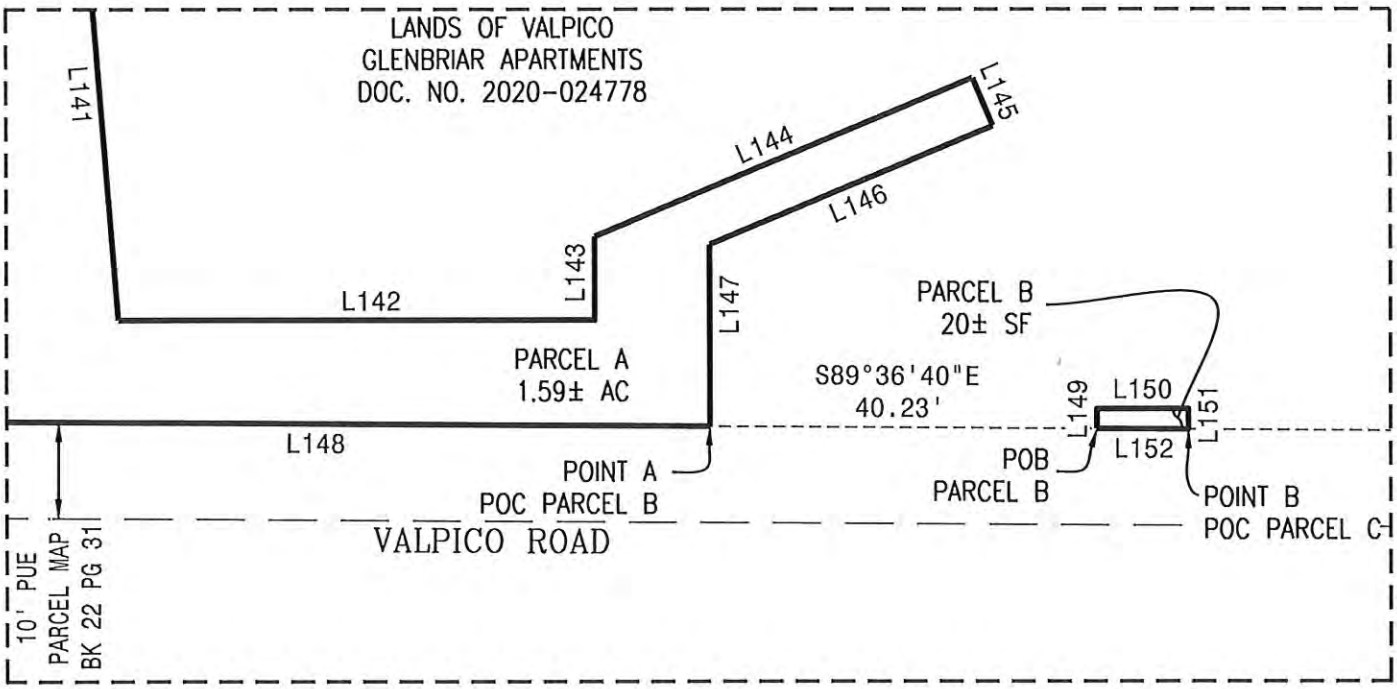
DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	1"=100'	19988.000

06-24-2024 7:13am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO PUE WHOLE SITE.DWG

EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 11 OF 14

Curve Table			
Curve #	Radius	Delta	Length
C1	178.00'	15°41'23"	48.74'
C2	168.00'	16°21'30"	47.97'
C3	190.00'	9°46'37"	32.42'
C4	541.00'	10°39'38"	100.66'
C5	541.00'	2°17'27"	21.63'
C6	459.00'	19°05'35"	152.96'
C7	459.00'	1°22'52"	11.06'
C8	216.00'	18°25'45"	69.48'

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA



DETAIL A

0 10 20 40
SCALE: 1"=20'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
- - - - - - - - - -	EXISTING PUE
PUE	PUBLIC UTILITY EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

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DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	1"=20'	19988.000

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EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA

Line Table		
Line #	Bearing	Length
L1	S89°36'40"E	249.84'
L2	N0°15'36"E	70.00'
L3	N18°07'15"W	7.46'
L4	N4°36'40"W	88.29'
L5	N90°00'00"W	26.27'
L6	S0°00'00"E	7.00'
L7	N90°00'00"W	10.00'
L8	N0°00'00"E	17.00'
L9	N90°00'00"E	36.27'
L10	N4°36'40"W	84.93'
L11	N90°00'00"W	66.99'
L12	S0°00'00"E	74.03'
L13	N90°00'00"E	8.00'
L14	S0°00'00"E	10.00'
L15	N90°00'00"W	18.00'
L16	N0°00'00"E	91.03'
L17	N90°00'00"W	5.00'
L18	N0°00'00"E	13.50'
L19	N90°00'00"E	13.00'
L20	S0°00'00"E	4.50'

Line Table		
Line #	Bearing	Length
L21	N90°00'00"E	68.19'
L22	N0°15'36"E	19.77'
L23	N89°44'24"W	2.95'
L24	N0°15'36"E	19.83'
L25	S89°44'24"E	2.95'
L26	N0°15'36"E	31.92'
L27	S89°41'15"E	82.00'
L28	S0°15'36"W	71.45'
L29	N67°16'18"E	133.23'
L30	N0°00'00"E	32.21'
L31	N90°00'00"W	25.39'
L32	N21°31'50"W	19.51'
L33	N90°00'00"W	44.71'
L34	N0°00'00"E	8.00'
L35	N90°00'00"E	48.00'
L36	S21°31'50"E	16.28'
L37	N90°00'00"E	23.28'
L38	N0°00'00"E	51.04'
L39	N90°00'00"E	615.18'
L40	S0°00'00"E	10.72'

Line Table		
Line #	Bearing	Length
L41	N90°00'00"W	6.00'
L42	S0°00'00"E	34.96'
L43	S22°30'00"E	11.76'
L44	S0°00'00"E	187.67'
L45	N90°00'00"E	63.06'
L46	S0°15'07"W	10.00'
L47	N90°00'00"W	58.76'
L48	S0°00'00"E	6.39'
L49	N90°00'00"W	4.26'
L50	S0°00'00"E	21.78'
L51	N90°00'00"E	3.74'
L52	S0°00'00"E	11.74'
L53	N90°00'00"W	3.74'
L54	S0°00'00"E	24.96'
L55	N90°00'00"E	62.73'
L56	S0°15'07"W	50.63'
L57	N89°36'40"W	72.51'
L58	N0°00'00"W	37.48'
L59	N90°00'00"W	5.19'
L60	N0°00'00"E	12.66'



PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
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DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	N/A	19988.000

EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 13 OF 14

Line Table		
Line #	Bearing	Length
L61	N90°00'00"W	5.19'
L62	N0°00'00"E	45.97'
L63	N90°00'00"W	2.85'
L64	N0°00'00"E	3.95'
L65	N90°00'00"W	174.46'
L66	S0°00'00"E	88.86'
L67	N89°36'40"W	17.00'
L68	N0°00'00"E	22.74'
L69	S90°00'00"E	7.00'
L70	N0°00'00"E	66.00'
L71	N90°00'00"W	141.85'
L72	S0°00'00"E	8.62'
L73	N90°00'00"W	9.00'
L74	N0°00'00"E	18.62'
L75	N90°00'00"E	146.19'
L76	N0°00'00"E	6.25'
L77	N90°00'00"E	11.75'
L78	S0°00'00"E	6.25'
L79	N90°00'00"E	180.22'
L80	N0°00'00"E	177.56'

Line Table		
Line #	Bearing	Length
L81	N90°00'00"W	2.75'
L82	N0°00'00"E	11.75'
L83	N90°00'00"E	2.75'
L84	N0°00'00"E	11.32'
L85	N22°30'00"W	11.76'
L86	N0°00'00"E	27.82'
L87	N90°00'00"W	4.67'
L88	N0°00'00"W	9.85'
L89	N90°00'00"W	67.27'
L90	S0°00'00"E	8.23'
L91	N90°00'00"W	19.83'
L92	N0°00'00"E	8.23'
L93	N90°00'00"W	55.96'
L94	S0°00'00"E	2.00'
L95	N90°00'00"W	8.10'
L96	N0°00'00"E	2.00'
L97	N90°00'00"W	9.49'
L98	S0°00'00"E	69.92'
L99	N90°00'00"E	3.25'
L100	S0°00'00"E	11.75'

Line Table		
Line #	Bearing	Length
L101	N90°00'00"W	3.25'
L102	S0°00'00"E	6.38'
L103	N90°00'00"E	5.00'
L104	S0°00'00"E	6.00'
L105	N90°00'00"W	16.00'
L106	N0°00'00"W	94.06'
L107	N90°00'00"W	60.00'
L108	S0°00'00"E	93.44'
L109	N90°00'00"W	19.47'
L110	N0°00'00"E	10.10'
L111	N90°00'00"W	5.22'
L112	N0°00'00"E	12.59'
L113	N90°00'00"E	5.25'
L114	N0°00'00"E	70.75'
L115	N90°00'00"W	70.42'
L116	S0°00'00"E	9.35'
L117	N90°00'00"W	19.83'
L118	N0°00'00"E	9.35'
L119	N90°00'00"W	81.62'
L120	S0°00'00"E	68.58'



PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

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DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	N/A	19988.000

06-24-2024 7:12am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO PUE WHOLE SITE.DWG

EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 14 OF 14

Line Table		
Line #	Bearing	Length
L121	N90°00'00"E	5.25'
L122	S0°00'00"E	12.25'
L123	N90°00'00"E	7.27'
L124	S0°00'00"E	10.00'
L125	N90°00'00"W	17.52'
L126	N0°00'00"E	90.83'
L127	N90°00'00"W	84.09'
L128	S0°00'00"E	16.96'
L129	N90°00'00"W	8.00'
L130	N0°00'00"E	12.96'
L131	N90°00'00"W	11.75'
L132	N0°00'00"E	4.00'
L133	N90°00'00"E	63.16'
L134	S0°00'00"E	78.02'
L135	N90°00'00"E	28.50'
L136	S0°00'00"E	17.50'
L137	N90°00'00"W	39.52'
L138	S67°16'18"W	115.49'
L139	S23°12'02"E	12.50'
L140	S66°47'58"W	13.52'

Line Table		
Line #	Bearing	Length
L141	S4°36'40"E	99.87'
L142	N90°00'00"E	49.57'
L143	N0°00'00"W	8.67'
L144	N67°17'00"E	42.67'
L145	S22°43'00"E	5.41'
L146	S67°17'00"W	31.93'
L147	S0°00'00"E	18.87'
L148	N89°36'40"W	165.37'
L149	N0°00'00"E	2.05'
L150	N90°00'00"E	9.50'
L151	S0°00'00"E	2.11'
L152	N89°36'40"W	9.50'
L153	N0°00'00"E	25.77'
L154	S90°00'00"E	6.00'
L155	S0°00'00"W	25.81'
L156	N89°36'40"W	6.00'



PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

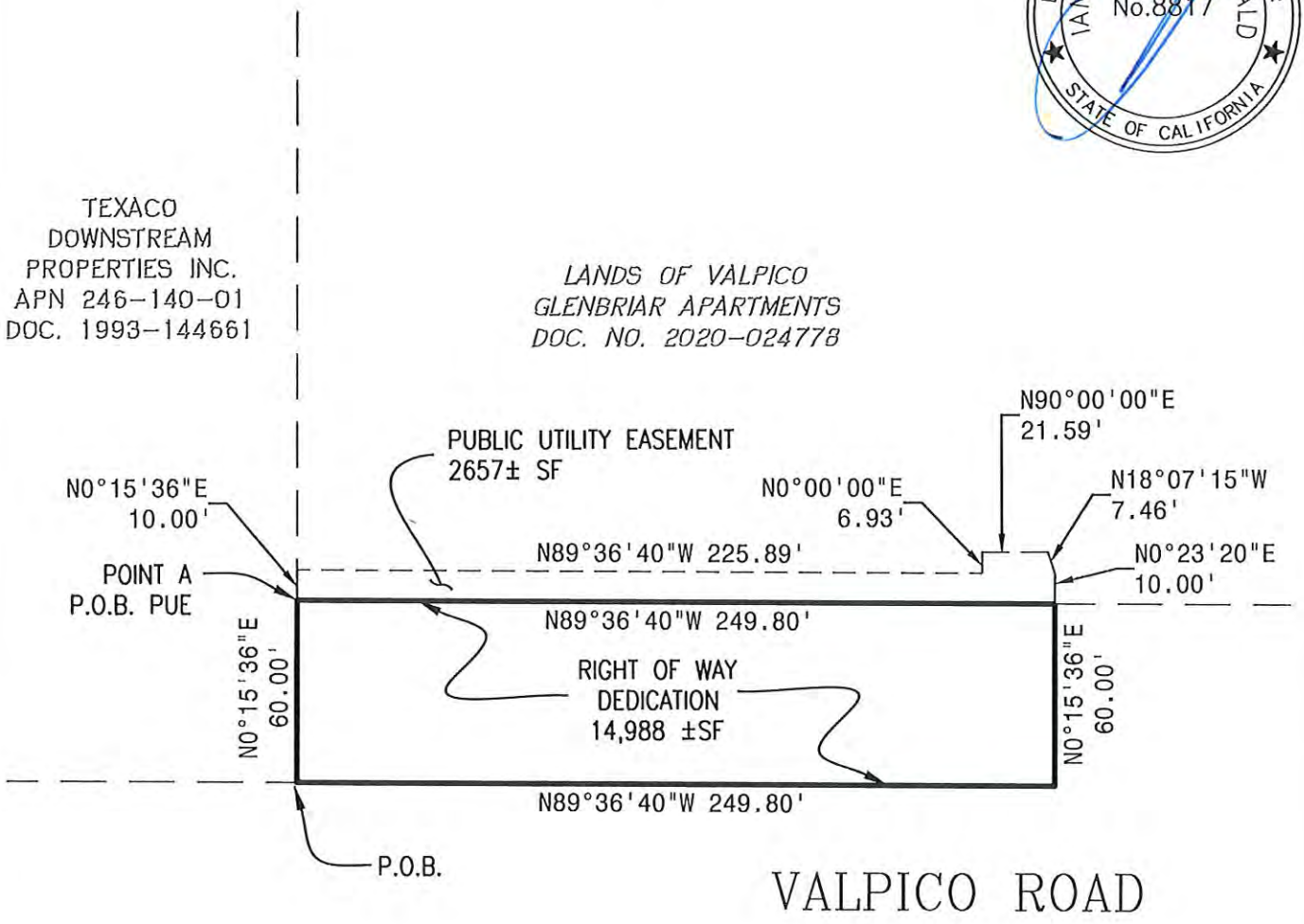
MACKAY & SOMPS
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5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	N/A	19988.000

06-24-2024 7:12am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO PUE WHOLE SITE.DWG

EXHIBIT "B-2"
DEPICTION OF EASEMENT AREA
PAGE 3 OF 3

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA



0 30 60 120
SCALE: 1"=60'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
— — — —	EASEMENT LINE
P.O.B.	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT

PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT
VALPICO ROAD

TRACY CALIFORNIA

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DRAWN	DATE	SCALE	JOB NO.
MB	MAY 2023	1"=60'	19988.000

06-25-2024 2:18pm Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO DEDICATION.DWG

EXHIBIT "C"

GRANTOR PROPERTY

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT FOR
THE VELA APARTMENTS
FUTURE PUBLIC IMPROVEMENTS

This CONDITIONAL **OFFSITE IMPROVEMENT AGREEMENT** ("hereinafter **Agreement**") is made and entered into by and between the **CITY OF TRACY,** a municipal corporation ("**City**"), and Valpico Tracy Apartments, LLC, a Delaware Limited Liability Company ("**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the legal owner of that certain real property located at 351 East Valpico Road, designated with Assessor's Parcel Number(s) 246-140-24 and more particularly described in Exhibit "**A**" hereto (the "**Property**").

B. On October 1, 2019, pursuant to Resolution No. 2019-195 the Tracy City Council ("**City Council**") approved Development Review Application (D19-0018) for the proposed Vela Apartments (formerly Valpico-Glenbriar Apartments) Project ("**Project**"). The Project was subject to the specified conditions of approval dated as of August 14, 2019 attached hereto as Exhibit "**B-1**" ("**Original Conditions of Approval**"), which are incorporated herein by reference.

C. The Project proposed to construct a 264-unit residential apartment complex project on approximately 11.62 acres. The Project was increased to approximately 11.94 acres pursuant to that certain Certificate of Compliance for Lot Line Adjustment Owner's Certificate (LLA No. MS-LD22-0035) recorded on January 18, 2023 in the official records of San Joaquin County, California as Document Number 2023-004201.

D. In 2021, Katerra, Inc., the original developer of the Project, sold the Project to Valpico Tracy Apartments, LLC, the current Developer of the Project. The Developer proposed certain revisions and modifications to the approved Project, and on December 6, 2022, the City Council adopted Ordinance 1334, approving the Development Review Application (D22-0013) for the Project's "Parking Lot Expansion" and Resolution No. 2022-195, which approved the Development Review Application (D22-0005) for the addition of perimeter fencing and gates enclosing the entire 264-unit Valpico Apartment project site (the "**Perimeter Fencing/Access Control**"). Approval of the Parking Lot Expansion and Perimeter Fencing/Access Control was subject to certain Conditions of Approval ("**Additional Conditions of Approval**") dated as of December 6, 2022. The Additional Conditions of Approval are attached hereto as Exhibit "B-2" and are incorporated herein by reference, and together with the Original Conditions of Approval, are referred to as the "**Conditions of Approval**".

E. Sections C.4, C.7.a, and C.8 of the Original Conditions of Approval and Sections C.5 and C.7 of the Additional Conditions of Approval required the Developer execute a Deferred Improvement Agreement with the City ("**DIA**"). The DIA would guarantee that the Developer would construct certain Future Improvements (as defined below) at a later date due to factors that were and are outside of the Developer's control. As used herein, "**Future Improvements**" collectively means the following: (i) if applicable, completion of the Storm Drainage Connection (as defined below), and (ii) if applicable, completion of the Glenbriar Drive Improvements (as defined below).

F. As the Developer seeks to satisfy the Project's Conditions of Approval, the DIA required in the Original Conditions of Approval and Additional Conditions of Approval shall each be superseded by this Agreement and such requirements for the DIA shall be satisfied by this Agreement. The Developer's obligations to complete the Future Improvements are set forth in this Agreement and shall be governed by this Agreement.

G. Because approved plans for the Future Improvements are not available prior to the Effective Date, Developer has provided to City an initial engineer's estimate of the cost of developing the Future Improvements and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within the Future Improvements and recent cost information provided in connection with development of the improvements in the Project.

H. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Future Improvements, as set forth below.

I. The final plans for the Future Improvements have not been designed or approved as of the Effective Date. Upon the occurrence of the Storm Drainage Trigger and/or Glenbriar Drive Trigger, as described in Section 2 of this Agreement, the Developer shall submit improvement plans and specifications relating to the construction of the applicable Future Improvements, which work shall be approved by the City Engineer, and upon such approval, shall constitute the "**Work**". The location and details of the Work will be described fully in said future improvement plans and specifications, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein, upon approval by the City Engineer.

J. Because the Developer seeks to satisfy the Project's Conditions of Approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to the occurrence of the Storm Drainage Trigger and Glenbriar Drive Trigger, if applicable.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event**.

1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $252,600.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of the Future Improvements have not commenced within the time provided in Section 2.

1.2. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2. **Offsite Improvement Agreement**

2.1. Scope of Work; Location. Upon the Storm Drainage Trigger and/or Glenbriar Drive Trigger, if applicable, Developer shall perform, or cause to be performed, the Work (or the then-applicable portion of the Work) in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work (as set forth in the Plans and

Specifications) unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f).

Developer shall perform all applicable Work at the locations and grades shown on the Plans and Specifications. To the extent required by the Conditions of Approval or this Agreement, the parties hereto hereby confirm that Developer has either (a) acquired any necessary easement or right-of-way from the City for the Work, or (b) entered into a separate agreement with the City to acquire the necessary easement or right-of-way for the Work at Developer's expense.

A. Storm Drainage Connection

1. After receipt of written notification from the City Engineer that the downstream storm drainage pipeline and the permanent storm drainage detention facility planned to serve this Property and known as "Detention Basin 2B" has been constructed, made operational, and available for connection ("**Storm Drainage Trigger**"), the Developer shall complete installation of the Project's permanent storm drainage connection to such Detention Basin 2B, so that the Project's on-site storm drainage shall drain to the City's storm drainage system through such Detention Basin 2B, all at the Developer's sole cost and expense in accordance with the timeline set forth in Section 4.4 of this Agreement ("**Storm Drainage Connection**").

2. During the interim, prior to the completion of Detention Basin 2B and the associated public storm drainage system, the Developer shall be responsible for repairing, rectifying, and maintaining the trench infiltration system or the temporary storm drainage retention basin for the Project, if constructed to acceptable standards and to the satisfaction of the City Engineer.

3. The Developer will provide other means of disposing storm water for the Project such as a temporary storm drainage retention basin within the time specified by the City, if the trench infiltration system fails to function to the level or condition acceptable to the City, or fails to drain storm water as designed or intended to do as determined by the City Engineer, or if determined by the City that a temporary storm drainage retention basin is necessary to be constructed due to public health and safety reasons

B. Glenbriar Drive Improvements

Upon the execution of this Agreement, Developer shall record Irrevocable Offer of Dedication ("IOD") to the City in the form attached hereto as **Exhibit**

"E" to be recorded in the official records of San Joaquin County. Notwithstanding the foregoing, the City shall not accept the portion of Glenbriar Drive dedicated to the City via the IOD ("**IOD Area**") until the Derone Lane Condition (as defined below) has been satisfied.

1. Glenbriar Drive shall remain a private street until Glenbriar Drive is extended to the north (by party other than Developer) to that certain public street known as Derone Lane, so that Derone Lane connects to the IOD Area ("**Derone Lane Condition**").

2. The Developer shall maintain Glenbriar Drive at the Developer's sole cost and expense prior to acceptance of IOD Area by the City.

3. After receipt of written notification from the City Engineer that the Derone Lane Condition has been satisfied ("**Glenbriar Drive Trigger**"), Developer shall be responsible for and shall complete or cause to be completed all of the following: (i) any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to this Project and Developer's enclosure of the Glenbriar Drive right-of-way, (ii) removal of the gates and appurtenant equipment for the Project, (iii) restoration of median island and median landscaping for Glenbriar Drive, and (iv) removal of the barricade and guardrail at the north end of Glenbriar Drive, all in accordance with the timeline set forth in Section 4.4 of this Agreement (collectively, the "**Glenbriar Drive Improvements**").

C. Glenbriar Drive Private Utilities

Upon City acceptance of fee title to the IOD Area in accordance with the IOD, Developer shall execute a **PRIVATE UTILITY CROSSING EASEMENT AGREEMENT ("PUC Agreement")** in the form attached as Exhibit C. The PUC Agreement shall allow the Developer access to Glenbriar Drive for the purposes of maintaining and repairing the Developer owned utilities within Glenbriar Drive.

3. Developer shall perform all Work at the locations and grades per the Plans and Specifications. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

4. Time Of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall

submit all requests for extensions of time to the City Engineer, in writing, in accordance with Section 4.4, below.

4.1. Final Plans and Specifications and Engineer's Estimate. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 5 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate**").

4.2. Commencement of Work. No later than fifteen (15) days prior to the commencement of any portion of the Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence such portion of the Work ("**Notice of Commencement**"). Developer shall not commence such Work until after the Notice of Commencement required by this Section is properly provided, and Developer shall not commence such Work prior to the intended commencement date specified in the written Notice of Commencement.

4.3. Schedule of Work. Concurrently with the written Notice of Commencement, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

4.4. Completion of Work. Developer shall complete the applicable portion of the Work no later than three hundred sixty-five (365) calendar days after Developer's submittal of its Notice of Commencement as to such applicable portion of the Work pursuant to Section 4.2 above ("**Completion Date**"). If the applicable portion of the Work is not completed by such Completion Date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to the Completion Date, (b) the City Engineer reasonably determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension of the Completion Date.

5. Improvement Security. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 et seq.) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

5.1. Faithful Performance security to secure faithful performance of this Agreement.

5.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

5.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 5.

6. Indemnification. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work (or the applicable portion of the Work), (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work (or the applicable portion of the Work), and (3) the one year warranty period set forth in Section 15, below, has expired, at which time the indemnification obligations under this Section 6 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 6 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 15, below.

7. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 7 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

7.1. General. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

7.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including

without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

7.3. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

7.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

7.4.1. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

7.5. Workers' Compensation coverage shall be maintained as required by the State of California.

7.6. Endorsements**.** Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

7.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

7.6.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

7.6.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

7.7. Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

7.8. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

7.9. Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

7.10. Substitute Certificates. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

7.11. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

8. Independent Contractor Status. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

9. Default

9.1. Notice of Default. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

9.2. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

9.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

9.2.2. Developer abandons the Work site.

9.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 9.3 below.

9.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work and fails to cure such damage pursuant to Section 9.3 below.

9.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 9.3 below.

9.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

9.3.1. Demand that Developer complete performance of the Work.

9.3.2. Demand that Developer's surety (if any) complete performance of the Work.

9.3.3. Resort to any judicial remedies available to the City.

10. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher. For the avoidance of doubt, Developer and its successors and assigns shall retain a license to use such original documents prepared by Developer for this Agreement (including, without limitation, the Plans and Specifications) in connection with the construction, maintenance and repair of the Work and/or performance of any other obligations under this Agreement.

11. Repair of any Damage. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

12. Inspection by City; Inspection Fees. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the

Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

12.1. Inspection Fees. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Future Improvements costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

13. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work**.** Exhibit "**D**" attached hereto includes the initial contact information referenced in this Section 13.

14. Acceptance of Work. Prior to acceptance of the Future Improvements by the City Council, Developer shall be solely responsible for maintaining the quality of the Future Improvements and maintaining safety at the Project site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

15. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work (or the applicable portion of the Work) by the City Council. In the event that (during the one-year warranty period) any portion of the Work is reasonably determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City reasonably repair, replace or reconstruct any defective improvements.

16. Notices.

16.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City: City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	To Developer: Valpico Tracy Apartments, LLC 5780 Fleet Street, Suite 225 Carlsbad, CA 92008 Attn.: Adam Knowlton aknowlton@guardian-capital.com

16.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

17. Approvals by City. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

18. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

19. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

20. Assignment and Delegation. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

21. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of

California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

22. Permits, Licenses, and Compliance with Law. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

23. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Conditions of Approval (Recitals B and D.)
C. Private Utility Crossing Easement Agreement (Section 2.)
D. Developer's Authorized Representative Information (Section 13.)
E. Irrevocable Offer Of Dedication (Section 2.1.C)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

24. Signatures. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: MAYOR

Date: _____

Attest:

By: Adrianne Richardson
Title: CITY CLERK

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: CITY ATTORNEY

Date: _____

DEVELOPER:

Valpico Tracy Apartments, LLC

By: Neil Miller
Title: Authorized Representative

Consent to Recordation

Valpico Tracy Apartments, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Offsite Improvement Agreement.

Valpico Tracy Apartments, LLC



By: Neil Miller
Title: Authorized Representative

CALIFORNIA ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On June 11, 2024, before me, Christina D. Shoop Notary Public, personally appeared Neil M. Miller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

Christina D Shoop
Notary Public Signature

Notary Public Seal

EXHIBIT A

(Description of Property)

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

EXHIBIT B

(Conditions of Approval)

EXHIBIT B-1
(D19-0018)

EXHIBIT "B"
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City of Tracy
Conditions of Approval
Valpico Glenbriar Apartments
Application Number D19-0018
August 14, 2019

These Conditions of Approval shall apply to the real property described as the Valpico Glenbriar Apartments (Application Number D19-0018). The approximately 11.62-acre subject property is located on the north side of Valpico Road at Glenbriar Drive, 501 E. Valpico Road (also known as 2795 S. MacArthur Drive and 2605 S. MacArthur Drive), (Assessor's Parcel Numbers 246-140-12, 13, and 14).

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer".

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Valpico Glenbriar Apartments, Application Number D19-0018. The approximately 11.62-acre subject property is located on the north side of Valpico Road at Glenbriar Drive, 501 E. Valpico Road (also known as 2795 S. MacArthur Drive and 2605 S. MacArthur Drive) (Assessor's Parcel Numbers 246-140-12, 13, and 14).

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 11.62 acres located on the north side of Valpico Road at Glenbriar Drive, 501 E. Valpico Road (also known as 2795 S. MacArthur Drive and 2605 S. MacArthur Drive) (Assessor's Parcel Numbers 246-140-12, 13, and 14) Application Number D15-0024.

7. "Property" means the real property generally located on the north side of Valpico Road, at Glenbriar Drive, 501 E. Valpico Road (also known as 2795 S. MacArthur Drive and 2605 S. MacArthur Drive) (Assessor's Parcel Numbers 246-140-12, 13, and 14).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors in interest.

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B. General Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to the following: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the General Plan Environmental Impact Report, dated February 1, 2011 and the Valpico Apartments Project Mitigated Negative Declaration, adopted by the Tracy City Council on December 18, 2012.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the plans received by the Development and Engineering Services Department on July 31, 2019.

6. Prior to the issuance of a building permit, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards, including, but not limited to Tracy Municipal Code Section 10.08.3560, and the City's Design Goals and Standards to the satisfaction of the Development Services Director. The landscape and irrigation plan shall also be designed consistent with the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, to the satisfaction of the Utilities Director. Said landscape plans shall include documentation which demonstrates there is no less than 20 percent of the parking area in landscaping, and 40 percent canopy tree coverage at tree maturity in accordance with City Regulations. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. Prior to the issuance of a building permit, an Agreement for Maintenance of Landscape and Irrigation Improvements shall be executed and financial security submitted to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements, or $2.50 per square foot of on-site landscape area.

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8. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from Valpico Road, Glenbriar Drive, or any other public right-of-way. All roof-mounted equipment shall be contained within the roof well or screened from view from the public rights-of-way by the roof of the building, to the satisfaction of the Development Services Director.

9. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

10. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into the public rights-of-way or nearby residential property, to the satisfaction of the Development Services Director.

11. Prior to the issuance of a building permit, vehicle and bicycle parking spaces, including one covered vehicle parking space per unit, shall be provided in accordance with Tracy Municipal Code Chapter 10.08 Article 26 to the satisfaction of the Development Services Director.

12. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

13. Prior to the issuance of a building permit, a lot line adjustment or other instrument shall be approved by the City and recorded to effectively merge the three lots of the Project site into one lot.

14. The "Entry Monument", as shown near the northeast corner of Valpico Road and Glenbriar Drive, is approved with this Development Review Permit. However, prior to the installation of any signs on the Entry Monument or elsewhere, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

15. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least seven feet in height (except the trash enclosure nearest Valpico Road, between Buildings 8 and 9, which shall be eight feet in height), include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material consistent with the adjacent building exterior.

16. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures described in General

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Condition of Approval Number B.15, above. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the tenants.

17. Because the project is located within Tracy Municipal Airports' Airport Influence Area, prior to the issuance of a building permit, and thereafter as applicable, the developer shall comply with the following San Joaquin County Council of Government's (COG) 2009 Airport Land Use Compatibility Plan conditions, to the satisfaction of San Joaquin County COG:

    a. New land uses that may cause visual, electronic, or increased bird strike hazards to aircraft in flight shall not be permitted within any airport's influence area. Specific characteristics to be avoided include the following:

        i. Glare or distracting lights which could be mistaken for airport lights. Reflective materials are not permitted to be used in structures or signs (excluding traffic directing signs).

        ii. Sources of dust, steam, or smoke which may impair pilot visibility.

        iii. Sources of electrical interference with aircraft communications or navigation. No transmissions which would interfere with aircraft radio communications or navigational signals are permitted.

    b. Occupied structures must be soundproofed to reduce interior noise to 45dB according to State Guidelines.

18. Prior to the issuance of a building permit, the developer shall document compliance with the City of Tracy Multi-Agency Post-Construction Stormwater Standards Manual (Manual) to the satisfaction of the Utilities Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, loading and unloading areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in the Manual and must be approved by the Utilities Director prior to issuance of grading or building permits.

19. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

20. Prior to issuance of the first building permit, the applicant shall do one of the following, subject to the approval of the Finance Director:

    a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded

against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The applicant shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

b. Direct funding. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

   If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

21. Prior to the issuance of a building permit, the developer shall identify the design of the "Park", "Dog Park", "Outdoor Lounge" and other "usable open space" areas (as defined by Tracy Municipal Code Section 10.08.1640), including landscaping, furniture, recreational equipment, swimming pool, or other improvements. If the entire project is not constructed and occupied at one time, the phasing of usable open space improvements shall be improved consistent with City standards to the satisfaction of the Development Services Director. Recognizing that amenities or other improvements of the usable open space areas may change from time to time, all usable open space area improvements shall be designed, improved, and maintained consistent with City standards to the satisfaction of the Development Services Director.

22. If the developer obtains residential building permits through the Regional Housing Needs Allocation provisions of the City's Growth Management Ordinance (Tracy Municipal Code Section 10.12.065), then prior to the issuance of the first building permit, the developer shall cause to be recorded an affordable housing agreement or similar instrument, in a form satisfactory to the City Attorney. The Agreement shall contain provisions to ensure that rent(s) for all of the units meet the California Department of Housing and Community Development State income limits for Moderate Income levels (120 percent of the Area Median Income or equivalent) and residents meet the income requirements for the Moderate Income affordability category for which building permits

were obtained. The Agreement shall also contain provisions requiring annual monitoring, to be financed, by the developer. The term of the Agreement shall be no less than ten years from building occupancy.

C. ENGINEERING DIVISION CONDITIONS OF APPROVAL

1. Conditions of Approval Prior to Approval of Grading Permit Applications: Developer shall submit all documents required by City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

    a. The Developer has completed all requirements set forth in this section.

    b. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer and Geotechnical Engineer. The Grading and Improvement Plans prepared in accordance with the Subdivision Ordinance and the City Design Documents.

    c. Memorandum issued by the City's storm drainage consultant confirming the invert elevation of the outlet pipe at the Project's permanent storm drainage connection point.

    d. The Grading Plans shall be prepared to specifically include, but not be limited to, the following items:

        i. All existing and proposed utilities.

        ii. Method of disposing storm water in the interim and ultimate conditions, the Project's on-site drainage connections to City's storm drainage system as approved by the City Engineer.

        iii. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level.

        iv. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

        v. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD).

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vi. Payment of applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval

2. Conditions of Approval Prior to Approval of Encroachment Permit Applications: Developer shall submit all documents required by City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

   a. The Developer has completed all requirements set forth in Condition C-1 above, and this section.

   b. The Developer has obtained the approval of all other public agencies with jurisdiction over the required public facilities.

   c. Execution of all agreements, posting of all improvement security, and providing documentation of insurance, as required by these Conditions of Approval.

   d. The improvement plans for all improvements (on-site and off-site) required to serve the development project in accordance with the Subdivision Ordinance, the City Design Documents, and these Conditions of Approval. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

      i. All existing and proposed utilities.

      ii. All supporting calculations, specifications, cost estimate, and reports related to the design of streets and utilities improvements.

      iii. Improvement Plans prepared on 24" x 36" size polyester film (mylar) with the City Engineer and Fire Marshall approval and signature blocks. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

      iv. Joint Trench Plans and Composite Utility Plans for the installation of dry utilities such as electric, gas, TV cable and others that will be located within the 10 feet wide Public Utility Easement or for the conversion of aerial lines to underground facilities.

      v. A construction cost estimate for all required public facilities, prepared in accordance with City Regulations.

   e. Payment of applicable fees required by these Conditions of Approval and City Regulation including plan checking, grading and encroachment permit processing, construction inspection, testing, and agreement processing fees.

   f. Tracy's Fire Marshall's signature on the Improvement Plans indicating their approval of the location and construction detail of the fire service connection and

the location and spacing of fire hydrants that are required to be installed to serve the Project.

g. Signed and notarized Offsite Improvement Agreement (OIA) with the fully executed improvement security for faithful performance, labor and materials, and warranty, for the construction of Valpico Road Frontage Improvements and Glenbriar Drive Improvements.

3. Conditions of Approval Prior to Approval of Building Permit. No building permit within the Project boundaries will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

   a. The Developer has completed all requirements set forth in Condition C-2, above, and this section.

   b. Copy of the improvement plans and structural calculations for all on-site retaining walls, signed and stamped by the Design Engineer and approved by the City's Building Division.

   c. Payment of all applicable and adopted development impact fees required by these Conditions of Approval and City Regulations, that are in effect at the time of issuance of the building permit.

   d. In-lieu payment in the amount of $14,000.00, for the Project's estimated share of cost of the re-striping on Valpico Road as required in the Tiburon Village Traffic Impact Study, Final Report dated February 6, 2004 (Traffic Study). Refer to Table I of the recommended Mitigation Measures in the Traffic Study.

4. Conditions of Approval Prior to Certificate of Occupancy or Final Building Inspection. No certificate of occupancy within the Project boundaries will be approved by the City or final building inspection will be performed until the Developer provides documentation which demonstrates, to the satisfaction of the City Engineer, that:

   a. The Developer has completed all requirements set forth in Condition C-3, above and this section.

   b. The Developer has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested. Unless specifically provided in these Conditions of Approval, or some other City Regulation, the Developer shall take all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

   c. Signed and notarized Deferred Improvement Agreement (DIA) including improvement security(s) in the amounts approved by the City Engineer and form approved by the City Attorney

d. Signed and notarized Grant of Public Access Easement with the legal description and plat map.

e. Signed and notarized easement for maintenance of the private storm drainage, water and sanitary sewer lines crossing on Glenbriar Drive (Private Utility Crossing Agreement).

f. Signed and notarized Grant Deed with the legal description and plat map that describes the land to be dedicated to the City, for the construction of Valpico Road Frontage Improvements.

g. Signed and notarized Grant of Public Access Easement with the legal description and plat map. Signed and notarized Grant of Easement with the legal description and plat map that describes the location of the 10-foot wide PUE on Valpico Road and Glenbriar Drive, for the installation, use, repair, and maintenance of public utilities such as electric, gas, TV cable, telephone and other utilities and for the conversion of the existing aerial utilities into underground facility.

h. Signed and notarized Irrevocable Offer of Dedication with the legal description and plat map that describes the land to be dedicated to the City, for construction of Glenbriar Drive Improvements.

i. Signed and notarized Storm Water Maintenance Agreement (SWMA) with the City for maintenance of the storm water treatment facilities.

j. Documentation evidencing that the Property has been annexed to an existing Landscape Maintenance District (LMD).

5. Undergrounding of Overhead Utilities:

a. Prior to starting work, the Developer shall obtain written permission from the respective owner(s) of private utilities, for the installation of permanent surface improvements and structures over their underground facilities located within the 10-foot wide Public Utility Easement along Valpico Road.

b. All private utility services such as electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities. The Developer shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are necessary to serve the Project.

c. The Developer shall dedicate a 10 feet wide Public Utility Easement along the Property frontages on Valpico Road and Glenbriar Drive, for the installation of private utilities. The Grant of Easement shall be filed for recording with the Office of the San Joaquin County Recorder prior to Final Building Inspection. The Developer is responsible for the cost of preparing the easement document and legal description and plat map.

6. Grading:

   a. A Grading Plan prepared by a Registered Civil Engineer and accompanied by Soils Engineering report shall be submitted to the City with the Grading and Storm Drainage Plans. The report shall provide recommendations regarding adequacy of sites to be developed by the proposed grading and also information relative to the stability of soils such as soil classification, percolation rate, soil bearing capacity and others.

   b. Slope easements shall be dedicated to the City where cuts or fills do not match existing ground or final grade adjacent to public right of way (up to a maximum grade differential of two feet only). The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City prior to the issuance of the Grading Permit.

   c. All grading work (on-site and off-site) shall require a Grading Permit. Erosion control measures shall be implemented in accordance with Grading Plans approved by the City Engineer for all grading work not completed before October 15. Improvement Plans shall specify all erosion control methods to be employed and materials to be used.

   d. Prior to the issuance of the Grading Permit, the Developer shall submit three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. The Developer shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City.

7. Street Improvements:

   a. Glenbriar Drive Improvements
   The extension of Glenbriar Drive from Valpico Road to the Project's northern boundary will include but not limited to, installation of concrete curb, gutter, sidewalk, asphalt concrete pavement, handicap ramp, storm drain, catch basin or drop-inlet, landscaping and street trees with automatic irrigation system, median curb, hand-placed grouted cobblestones, pavement signing and striping, barricade and guardrail, and intersection improvements on Glenbriar Drive/Valpico Road such as traffic signal pole and light, traffic detecting loops,

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traffic loops pull boxes, conduits and wires, audible pedestrian warning, electronic sign, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional street improvements (Glenbriar Drive Improvements).

The Developer shall complete the construction of Glenbriar Drive Improvements prior to the issuance of the Final Building Inspection for the first building to be constructed within the Property. Upon completion of Glenbriar Drive Improvements, Developer shall record Irrevocable Offer of Dedication (IOD) to the City for the right-of-way for the Glenbriar Drive Improvements. City shall not accept Glenbriar Drive improvements and the IOD until Glenbriar Drive is extended north of the Project boundary to connect to properties to the north (by others).

Glenbriar Drive shall remain a private street until the northerly extension is completed. The Developer shall record a Public Access Easement and utility easements as required by the City for access on Glenbriar Drive. The DIA shall address requirements pertaining to Developer's responsibilities prior to acceptance of Glenbriar Drive right-of-way by the City.

b. Valpico Road Improvements

The Developer is also required to construct certain street and utilities improvements on Valpico Road which include but not limited to, concrete bike path, concrete sidewalk, handicap ramp, offsite water main upgrade, concrete curb and gutter, replacement of pavement marking and striping, traffic signs, and the installation of bus shelter and associated improvements such as water service with hose bibb, garbage receptacle, additional concrete paving, removal and replacement of disturbed irrigation and landscaping improvements with automatic irrigation system and other improvements on Valpico Road as determined by the City Engineer (Valpico Road Frontage Improvements). The final location of the bus shelter will be determined at the time of review of improvement plans, and the materials specifications and construction details of the bus shelter will be provided by the City at the time of preparation of the improvement plans.

Completion of Valpico Road Frontage Improvements is required to be completed prior to the final building inspection of the first building to be constructed on the Property. To guarantee completion of these improvements, within the time specified above, the Developer will be required to execute an Offsite Improvement Agreement (OIA) with the City and post improvement security in the amounts approved by the City Engineer and form acceptable to the City Attorney. The OIA requires approval from the City Council.

Upon completion of Valpico Road Frontage Improvements, Developer shall convey to the City the right-of-way for the Valpico Road Frontage Improvements which City shall not accept until after satisfactory completion of those improvements to applicable standards, and satisfactory completion of the final building inspection on the last building to be constructed on the Property.

c. The Developer shall dedicate 60-feet wide right-of-way from the existing right-of-way line of Valpico Road towards the Property along the frontage west of Glenbriar Drive for the construction of Valpico Road Frontage Improvements. The Developer shall execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of roadway dedication including the cost of preparing the legal description and plat map will be the sole responsibility of the Developer.

d. Prior to the approval of the OIA, the Developer is required to submit Improvement Plans, Technical Specifications and Cost Estimates, prepared in a 24" x 36" size polyester film or known as mylar, signed and stamped by the Design Engineer, for City's approval and signature. All engineering calculations for the design of the improvements must be submitted. The Developer will be required to pay Engineering Review Fees which include plan checking, agreement and permit processing, testing, engineering inspection, and program management fees prior to the approval of the OIA.

e. All work to be performed and improvements to be constructed within City's right-of-way will require an Encroachment Permit from the City, prior to starting the work. The Developer or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan that is prepared by and signed and stamped by a Civil Engineer or Traffic Engineer registered to practice in the State of California, payment of Engineering Review Fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance with the insurance coverage specified in the OIA and naming the City of Tracy as additional insured or as a certificate holder.

f. The Developer shall grant a Public Access Easement (PAE), for the benefit of the public for rights to access Glenbriar Drive until such time that the City accepts Glenbriar Drive as a public street. The Grant of Public Access Easement must be filed at the Office of the San Joaquin County Recorder, prior to City's acceptance of Glenbriar Drive Improvements. The Developer is responsible for all costs associated in dedicating the necessary public access easement to the City including the cost of preliminary title report, and preparing the easement document, legal description and plat map.

g. The design and construction of Glenbriar Drive Improvements and Valpico Road Frontage Improvements shall meet City Regulations and all applicable requirements and recommendations specified in the final traffic report dated August 14, 2012 and titled "Traffic Impact Study for the Proposed 189 units Valpico Apartments and 60 units MacDonald Apartments" prepared by TJKM Transportation Consultants. The final traffic report is on file with the Office of the City Engineer.

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8. Storm Drainage:

   a. The on-site storm drainage system and site grading shall be designed such that the Project storm drainage overland release point will be directly to a public street with existing storm drainage system in accordance with City standards. The City may allow overland storm drainage release to private property(s), only if, the Developer enter into an agreement with the fee owners of the affected property(s) and indemnify the City for any liability, damages and costs that may arise as a result of utilizing their property as the Project's storm drainage release point. The irrevocable agreement must be signed by fee owner(s) of all affected property(s) and will be reviewed by the City Engineer and will be recorded to the Property and to all affected properties. The Developer shall provide a copy of the fully executed agreement to the City, prior to the issuance of the Grading Permit. Cost of obtaining permission and/or easement(s) and the agreement from the fee owner(s) of the affected property(s) will be the sole responsibility of the Developer.

      The Deferred Improvement Agreement will require approval from the City Council and will be recorded against the Property. The Developer shall pay all costs associated with the preparation, processing and approval of the agreement, including the cost of preparing the legal description and map, and recording the agreement.

   b. The Developer has proposed to use a trench infiltration system as an interim solution for disposing storm water generated from the Project site. The City will allow this method of disposing storm water, if the Developer executes a Deferred Improvement Agreement, to guarantee performance of the Developer's responsibilities and obligations and conditions described below including paying all costs associated in complying with all the requirements described under this section: a) that the Developer will be responsible for repairing, rectifying, and maintaining the trench infiltration system to acceptable standards and to the satisfaction of the City; b) the Developer will provide guarantee acceptable to the City Engineer for performing the responsibilities and obligations c) the Developer will also install the Project's permanent storm drainage connection as the final method of disposing storm water; and d) the Developer will provide other means of disposing storm water such as a temporary storm drainage retention basin within the time specified by the City, if the trench infiltration system fails to function to the level or condition acceptable to the City, or fails to drain storm water as designed or intended to do as determined by the City Engineer, or if determined by the City that a temporary storm drainage retention basin is necessary to be constructed due to public health and safety reasons.

      Draining the storm water to the City's storm drainage system is the required final solution of disposing storm water from the Project site. The Developer shall design and install all the necessary improvements for the final solution of disposing storm water. The Developer is responsible for installing the Project's permanent storm drainage connection from the Project site to the City's future public storm drain line at the location and grade approved by the City Engineer.

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The future public storm drain line starts from a new storm drain manhole near the northerly property boundary of the Project to the City's proposed storm drainage detention basin described as Detention Basin #2B (DB#2B).

It is the Developer's responsibility to repair, rectify, and maintain the trench filtration system or the temporary storm drainage retention basin, if constructed, to the satisfaction of the City. The Developer shall submit engineering calculations for the design and sizing of the trench filtration system or the temporary storm drainage retention basin, including a percolation report prepared, signed and stamped by a registered Geo-technical Engineer, and a copy of the written permission from property owner(s), if off-site retention basin is utilized, as part of the Grading and Drainage Plans.

The use of trench infiltration system shall not reduce the amount of storm drainage development impact fees due from the Project nor will entitle the Developer storm drainage development impact fee credits or reimbursement(s).

c. In the event an off-site retention basin is required, the Developer shall obtain written permission or agreement and/or easements from fee owner(s) of all affected property(s), for the use of their property(s) as a temporary storm drainage retention basin. The Developer shall indemnify and hold harmless the City for any liability, damages and costs that may arise as a result of the use their property(s) for a storm drainage retention basin. The easement agreement must be signed by fee owner(s) of the property(s) and will be reviewed by the City Engineer and will be recorded to the Property and to all affected properties. The Developer shall provide a copy of the fully executed agreement to the City, prior to starting the grading work on the involved property. Cost of obtaining permission and/or easement(s) and the agreement from the fee owner(s) of the affected property(s) will be the sole responsibility of the Developer.

d. As part of a complete submittal of the Grading and Drainage Plans, the Developer obtain a technical memorandum from the City's consultant, stating that the pipe invert elevation of the Project's permanent storm drainage connection is consistent with the design of the Zone 1 Storm Drain Line Improvements. The cost of the technical memorandum and coordination with the City's storm drain consultant shall be paid by the Developer.

e. The project site will need to include storm water quality treatment provisions that conform to the ***Multi-Agency Post-Construction Stormwater Standards Manual***. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans, and approved by City's Water Resources Coordinator prior to issuance of the Grading Permit for the Project. The Trench Filtration system shall function as stormwater treatment facility for the Project after the permanent connection to City's Detention Basin DB#2 is completed, and the interim on-site storm drainage facilities are no longer required. The Developer shall execute Storm Water Maintenance Agreement with the City for maintenance of the storm water treatment facilities.

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Conditions of Approval
Application Number D19-0018
August 14, 2019

9. Sanitary Sewer:

   a. A sanitary sewer lift-station will be used to convey domestic sewage from the Property to the City's existing sewer main on Valpico Road. The sewer lift–station including the sewer force main and the sewer pipeline up to the new sewer manhole on Glenbriar Drive / Valpico Road are private improvements and they will be owned, operated and maintained by the Developer. These private improvements are required to be installed and made functional, prior to the final inspection of the first building to be constructed on the Property. The City has no responsibility of repairing and maintaining these improvements. The Developer will be required to provide documentation in the form acceptable to the City's Chief Building Official as a guarantee that the sewer lift-station will be repaired and maintained by the Developer.

   b. The Developer will be required to design and construct the sewer, water and storm drainage lines crossing on Glenbriar Drive at the location and grade shown on the improvement plans. The City will grant a permanent easement to grant access rights to the Developer, to enter City's right-of-way on Glenbriar Drive, for the repair and maintenance of the sewer line crossing. The Developer will be required to execute a maintenance agreement with the City, to guarantee the responsibilities and obligations of the Developer regarding the use, operation, repair, and maintenance of the private utility crossings on Glenbriar Drive. The Developer shall pay all costs associated with the processing of the grant of easement and maintenance agreement including the cost of preparing the legal description and map. The maintenance agreement will be filed for recording with the Office of the San Joaquin County Recorder, prior to City's acceptance of public improvements on Glenbriar Drive.

   c. The Developer shall pay for an update of the sewer analysis dated July 2012 titled "Wastewater System Fee for Valpico Apartments and Peter MacDonald Apartments" prepared by CH2MHill ("Wastewater Analysis") to update recommendations in the report for the current Project. The Developer shall comply with all the recommendations with regards to design, and construction of wastewater conveyance as identified in the update to the Wastewater Analysis.

10. Water System:

   a. The Developer shall pay for an update of the water analysis report dated July 16, 2012 titled "Hydraulic Evaluation of Valpico and MacDonald Apartments". Prepared by West Yost Associates ("Water Analysis"). The Developer shall comply with all the recommendations with regards to design, and construction of water improvements as identified in the update to the Water Analysis.
   b. The Developer is required to install the pipe upgrade of approximately 50 feet of existing 8-inch diameter water main located at the intersection of Valpico Road / Glenbriar Drive to a 12-inch diameter Ductile Iron Pipe (DIP) water main at the location and grades approved by the City Engineer, all at the Developer's sole cost and expense.

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The Developer shall submit improvement plans that include the design, location, and grade of the offsite water main upgrade including all existing improvements that will be affected or restored and replaced as a result of installing the offsite water main upgrade. The Developer shall obtain an Encroachment Permit, prior to starting the work. The offsite water main upgrade shall be completed by the Developer, prior to final inspection of the first building to be constructed on the Property.

c. All costs associated with the installation of the offsite water main upgrade including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the new water main, and other improvements shall be paid by the Developer. When street cuts are made, the Developer is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes.

   If water main shut down is necessary, the City will allow a maximum of 4 hours water supply shutdown. The Developer shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Developer shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic during the installation of the offsite water main upgrade. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

d. The Developer shall design and install domestic and irrigation water service connection, including a remote-read master water meter (the water meter to be located within City's right-of-way) and an R/P Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection must be completed before the final inspection of the building. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The City's responsibility to maintain water lines shall be from the water main on the street to the master water meter (inclusive) only. Maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

e. The Developer shall design and install fire hydrants at locations approved by the Building Division and Fire Department. Location and construction details of the fire service line shall be approved by the Building Division and Fire Department. Prior to the approval of the Improvement Plans, the Developer shall obtain written approval from the Building Division and Fire Department for the design, location and construction details of the fire service connection to the Project, and

for the location and spacing of fire hydrants that are to be installed to serve the Project.

11. Special Conditions:

a. All improvements shall be in accordance with all City Regulations, Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, Tracy Design Standards and Specifications, and Parks and Parkways Design Manual, or as otherwise specifically approved by the City.

b. All improvement plans shall contain a note stating that the Subdivider (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Subdivider's sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

c. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the water well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

d. The Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

e. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This condition of approval does not preclude the City from requesting additional revisions and requirements to the final parcel map and improvement plans, prior to the City Engineer's signature and approval of the proposed final parcel map and improvement plans, if the City deems it necessary. The Developer shall bear the all cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

EXHIBIT B-2
(D22-0005 and D22-0013)

Exhibit 4

City of Tracy
Conditions of Approval
City Council – December 6, 2022
Valpico Glenbriar Apartments Parking Lot Expansion and Fence/Gates Project
Application Numbers D22-0013 and D22-0005

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Valpico Glenbriar Apartments Parking Lot Expansion and Perimeter Fence/Gate Project, Development Review Permit Application Numbers and D22-0013 and D22-0005.

The Property: The fence and gates will be built around the entire 11.63-acre Valpico Glenbriar Apartment site, 351 E. Valpico Road (Assessor's Parcel Number 246-140-23) that does not previously have a wood fence; and the parking lot expansion occurs on approximately 13,440 square feet of the current, vacant back yard of the single-family home at 2625 S. MacArthur Drive (Assessor's Parcel Number 246-140-08).

A.2. Definitions.

a. "Applicant" means any person, or other legal entity, applying for a Development Review Permit.

b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project located at the Property. The Conditions of Approval shall specifically include all conditions set forth herein.

f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

g. "Police Chief" means the Chief of Police of the City of Tracy, or any other person designated by the City Manager or the Police Chief to perform duties set forth herein.

A.3. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.4. Compliance with laws. The Developer shall comply with all federal, state and local laws, as amended from time to time, related to the development of real property within the Project, including, but not limited to:
- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").

A.5. Compliance with applicable regulations. Unless specifically modified by these Conditions of Approval, the use shall comply with all City Regulations.

A.6. Prior to construction, the applicant shall submit construction documents which meet the requirements of the California Building and Fire Codes and the Tracy Municipal Code to the City of Tracy and the South San Joaquin County Fire Authority for review, approval and inspections.

B. **Project Conditions of Approval**

B.1. Prior to final inspection or occupancy, the project shall be established in substantial compliance with the plans (Sheets L1 thru L4 by Ripley Design Group and Sheet 1 of "Valpico Apartments Expanded Parking Area" plans by MacKay and Somps) received by the Development Services Department on September 13, 2022 to the satisfaction of the Development Services Director, including but not limited to the location of the fence and gates, five-foot height along the Valpico Road frontage, six-foot height elsewhere, and decorative metal design.

B.2. Prior to final inspection or occupancy, the expanded parking area shall be designed and constructed in compliance with City Regulations for landscape requirements for parking areas (Tracy Municipal Code Section 10.08.3560) and City Standard Plan 141.

B.3. Prior to installation of the gates or issuance of a building permit, applicant shall submit construction documents, plans, specifications and/or calculations to the Building Safety Division, which meet all requirements of Title 24 California Code of Regulations and City of Tracy Municipal Codes, as applicable. The plans shall include, and not be limited to, an egress analysis of all of the doors in case of an emergency to ensure that the proper amount of exit width is provided, in accordance with California Building Code Chapter 10. Note that additional doors or gates may be required.

B.4. Prior to final inspection or occupancy, plans shall be submitted and all improvements shall be constructed in accordance with City and South San Joaquin County Fire

Authority standards, demonstrating that all vehicle access gates meet the current California Fire Code 503.2.1 regarding unobstructed access width of not less than 20 feet to the satisfaction of the Fire Marshal.

B.5. Prior to final inspection or occupancy, plans shall be submitted and all improvements shall be constructed in accordance with City and South San Joaquin County Fire Authority standards regarding emergency vehicle access, demonstrating compliance with California Fire Code Section 503.6 and the Tracy Municipal Code to the satisfaction of the Fire Marshal; and providing Police Department access to the satisfaction of the Police Chief.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable sections of approved documents and/or recommendations of the technical analyses/reports prepared for the Project listed as follows:

1) Storm Water Drainage Technical Memorandum by Wood Rodgers dated July 20, 2022

C.2. RESERVED
C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer. Prior to release of a Grading Permit, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all requirements set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the Project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a

copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading and Drainage Plans shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code (TMC) Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.

C.4.6 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick polyester film (mylar). These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by the Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Improvement Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid

by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.

C.4.10 Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless a California licensed geotechnical engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14 If the Project contains overhead utilities, the Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans.

C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.5.1 Developer has completed all requirements set forth in Condition C.1, through C.4, above.

C.5.2 Developer pays the applicable development impact fees as required in the TMC, these Conditions of Approval, and City Regulations.

C.5.2.a. Water. The Developer shall pay the water impact fees prior to pulling the first building permit for the Project.

C.5.2.b. Wastewater. The Developer shall pay the wastewater treatment capacity development Impact fees prior to pulling the first building permit for the Project.

C.5.3 Developer has completed all requirements set forth in Condition C.8

C.5.4 Prior to the release of any Building Permit, all construction activity will require a fully executed and recorded Deferred Improvement Agreement.

C.6 Acceptance of Glenbriar Drive Right-of-Way

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

C.6.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.6.2 Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.6.3 Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.6.4 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City, at its sole discretion, temporarily release the original mylars of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As-Built" configuration of all improvements.

C.6.5 Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to this Project and Developer's enclosure of the Glenbriar Drive right-of-way. Repairs shall be depicted on City approved improvement plans referenced in C.7 below.

C.6.6 Developer has completed the ninety (90) day public landscaping maintenance period.

C.6.7 Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet.

C.6.8 Survey Monuments – Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.7. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer. Prior to the consideration of City Council's approval of said improvement agreement, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.7.1 Improvement Plans for the Restoration of the Glenbriar Drive Right-of-Way shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.7.2 All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.7.3 All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.7.4 A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.7.5(a) Storm Water - The Project's on-site storm water drainage connection to the City's storm water system shall be approved by the City Engineer. Drainage calculations for the sizing of the on-site storm drainage system. Improvement Plans to be submitted with the hydrology and storm water.

C.7.5(b) Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public street with a functional storm drainage system and the

existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

C.7.5(c) As recommended in the Storm Water Drainage Memorandum, the minimum finished floor elevation shall be a minimum of 40.49 feet

C.7.5(d) The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading and Drainage Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments.

C.7.5(e) The storm water treatment system shall be located on private property and shall be at least off-set from the right-of-way by one (1) foot.

C.7.6(a) Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection.

C.7.6(b) Developer is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plans. The City's responsibility to maintain on the sewer lateral is from the wye/onsite sewer manhole at the right-of-way line/property line/wye fitting to the point of connection with the sewer main.

C.7.7(a) Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

C.7.7(b) Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business

owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

C.7.7(c) The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be approved by the City Engineer.

C.7.7(d) After final inspection of the improvements constructed via an encroachment permit, repair and maintenance of the water service from the water meter to the point of connection with the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).

C.7.7(e) Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer or the individual lot owner(s).

C.7.7(f) All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

C.7.8(a) Streets – The Developer shall construct frontage improvements. Frontage improvements include but are not limited to the following: curb, gutter, sidewalk, street widening, landscaping, street lighting, undergrounding of overhead utilities and other improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Standards including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City.

C.7.8(b) Valpico Road
The Tracy Transportation Master Plan (TMP) classifies Valpico Road as a four-lane divided arterial which would require a minimum of ninety-seven (97) feet of right of way at ultimate buildout. Prior to the release of the grading permit, the Developer shall dedicate right of way along the Project frontage, excluding the Public Utility Easement (P.U.E.). In addition, the

Developer shall record a ten (10) foot wide P.U.E. immediately behind the new property line.

C.7.8(c) Developer shall install green bike lane striping on Valpico Road along the project frontage.

C.7.8(d) Developer shall install audible pedestrian crossing at the existing traffic signal at Glenbriar Drive and Valpico Road.

C.7.8(e) Developer shall install a barricade at the westerly edge of the proposed sidewalk.

C.7.8(f) Along the Project frontage, if applicable, Developer shall landscape and irrigate the existing parkways per current adopted City landscape standards. Landscape and irrigation plans shall be prepared on a 24-inch x 36-inch size 4-millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect. Developer can either protect-in-place the existing sidewalk and repair any cracked, settled, and/or damaged sidewalk or remove and replace the sidewalk so long as the replacement sidewalk is similar to the current sidewalk, i.e. similar width, meanders, etc.

C.7.8(g) Overhead Utilities along Project frontage shall be placed underground.

C.7.8(h) Street cuts and trenching related to utility installation on Valpico Road shall be subject to Condition C.8.1

C.7.8(i) Glenbriar Drive
Prior to the release of the grading permit, Developer shall enter into a Deferred Improvement Agreement (DIA) to be recorded against the parcels included in the Project. Said DIA will insure the future public right-of-way associated with Glenbriar Drive is repaired and restored when Glenbriar Drive is open to the public. Developer shall prepare improvements if deemed necessary by the City.

C.7.8(j) Easterly Vehicle Gate
Prior to the release of the grading permit, Developer shall install directional striping to assist in turn movements.

C.7.9 Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the twenty-four (24) feet wide to forty-six (46) feet wide [the width varies) PUE to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or

proposed utility easement to the building(s). If necessary, the Developer shall dedicate ten (10) feet wide PUE for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s) in the future.

C.7.10 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans. The cost estimate shall show the cost of designing the public improvements.

Payment of applicable fees required by these Conditions of Approval and City Regulations, including but not limited to, plan checking, grading and encroachment permits and agreement processing, construction inspection, and testing fees. The engineering review fees will be calculated based on the fee rate adopted by the City Council on September 2, 2014, per Resolution 2014-141 and on May 16, 2017, per Resolution 2017-098. Developer shall submit payment in the form of a check for the aforementioned fees.

C.7.11 Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

C.7.12 Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.7.13 No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

C.7.14 If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other

paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.7.15 Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

C.7.16 Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.8 Special Conditions

C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3 Prior to the release of the Building Permit, if water is required for the Project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

EXHIBIT C
(Private Utility Crossing Agreement)

RECORDING REQUESTED BY:
City of Tracy

WHEN RECORDED MAIL TO:

Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 246-140-24 SPACE ABOVE THIS LINE FOR RECORDER'S USE

PRIVATE UTILITY CROSSING EASEMENT AGREEMENT
(STORM WATER LINES AND SANITARY SEWER LINES)

THIS PRIVATE UTILITY CROSSING EASEMENT AGREEMENT (STORM WATER LINES AND SANITARY SEWER LINES) ("**Agreement**") is made by and between the CITY OF TRACY, a municipal corporation ("**Grantor**"), and VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company common ("**Grantee**"), with reference to the following facts:

RECITALS

A. On October 1, 2019, the Tracy City Council approved, by Resolution No. 2019-195, a 264-unit residential apartment project known as the Vela Apartment Project (and previously referred to as the Valpico Glenbriar Apartments) ("**Project**") described in Development Review Application Number D19-0018 ("**Development Review Application**"). The Project consists of approximately 11.94 acres of real property owned by Grantee, known as Assessor's Parcel No. 246-140-24 and described as Parcel 24 as shown upon that assessor's map filed for record with the San Joaquin County Recorder's Office ("**Recorder's Office**") in Book 246 of Assessor's Maps, Page 14, as more particularly described in **Exhibit "A-1"** attached hereto ("**Property**").

B. Grantee acquired title to the Property via (i) that certain Grant Deed executed by Valpico Glenbriar Apartments, LLC, a Delaware limited liability company, dated as of December 29, 2020 and recorded on December 30, 2020 as Instrument Number 2020-185205 of the official records of the Recorder's Office ("**Official Records**"), and (ii) that certain Grant Deed executed by Gwendolyn S. White, a widow, dated as of December 20, 2022 and recorded on January 26, 2023 as Instrument Number 2023-006238 of the Official Records.

C. In connection with the development of the Property and the approval of the Development Review Application, Grantor has required that Grantee satisfy certain Conditions of Approval dated August 14, 2019 ("**Conditions of Approval**"), which Conditions of Approval are attached hereto as **Exhibit "D"**.

D. The Property previously included and Grantee previously held fee title in that certain street referred to as Glenbriar Drive ("**Glenbriar Drive**"), which is more particularly described and depicted on **Exhibit "A-2"** attached hereto; however, in accordance with the Conditions of Approval, upon Grantor having connected Glenbriar Drive to that certain public street located to the north of Glenbriar Drive and known as Derone Lane, Grantee dedicated Glenbriar Drive for public right of way purposes, including without limitation,

roadway and utility purposes, over, under, along and across the property, pursuant to that certain Irrevocable Offer of Dedication of Fee Interest executed by Grantee in favor of Grantor and recorded as Instrument No. _____ in the Official Records. In addition, pursuant to that Irrevocable Offer of Dedication of Fee Interest, the Grantee will provide a form of perpetual funding as described in Section 20 of the Conditions of Approval, which are attached hereto as **Exhibit "D"**, and the City shall automatically become fully responsible for maintaining Glenbriar Drive utilizing the approved perpetual funding source for maintenance.

E. As more particularly set forth in **Exhibit "D"** attached hereto, upon this dedication of Glenbriar Drive as a public street, the Conditions of Approval included, among other requirements, the requirement that Grantor grant Grantee a permanent easement to grant access rights to Grantee for the repair and maintenance of (i) certain private storm drainage lines owned by Grantee and crossing Glenbriar Drive ("**Storm Water Crossing**"), (ii) certain private water lines owned by Grantee crossing Glenbriar Drive ("**Water Line Crossing**"), and (iii) certain private sanitary sewer lines, including, without limitation, a private eight inch (8") gravity main, owned by Grantee and crossing Glenbriar Drive ("**Sewer Crossing**").

F. The Project's approved improvement plan set ENG19-0032 removed the Water Line Crossing and instead called for one (1) water meter to be constructed on each side of Glenbriar Drive because it would effectively remove the need for private water line easement along Glenbriar; therefore, such easement for the Water Line Crossing is no longer needed nor applicable and such Condition of Approval is no longer applicable. The approved improvement plan set ENG19-0032 is on file with the City Engineer.

G. Pursuant to the terms of this Agreement, Grantor hereby grants to Grantee non-exclusive, perpetual easements for ingress and egress over and across Glenbriar Drive for the purposes of repairing and maintaining the Storm Water Crossing and the Sewer Crossing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easements**. In connection with Grantee's obligation to maintain the Storm Water Crossing and Sewer Crossing, Grantor hereby grants to Grantee the following easements:

1.1 a non-exclusive, perpetual easement for ingress and egress ("**Storm Water Crossing Easement**") over that certain portion of Glenbriar Drive described and depicted on **Exhibit "B"** attached hereto ("**Storm Water Crossing Easement Area**") for the purpose of maintaining and repairing, as necessary, the Storm Water Crossing. Grantor shall be responsible for maintaining the Storm Water Crossing Easement Area; provided, however, Grantee shall promptly repair any damage to the Storm Water Crossing Easement Area to the extent caused by Grantee. Grantor shall keep the Storm Water Crossing Easement Area clear from any structures or obstacles that will make the area inaccessible. Except for the foregoing, Grantor shall continue to have the right to use the Storm Water Crossing Easement Area in any manner desired by Grantor so long as any such use does not unreasonably interfere with the rights granted to Grantee hereunder; and

1.2 a non-exclusive, perpetual easement for ingress and egress ("**Sewer Crossing Easement**", and together with the Storm Water Crossing Easement, collectively, "**Easement**") over that certain portion of Glenbriar Drive described on **Exhibit "C-1"** attached hereto and depicted on **Exhibit "C-2"** attached hereto ("**Sewer Crossing Easement Area**") for the purpose of maintaining and repairing, as necessary, the Sewer Crossing. Grantor shall be responsible for maintaining the Sewer Crossing Easement Area; provided, however, Grantee shall promptly repair any damage to the Sewer Crossing Easement Area to the extent caused by

Grantee. Grantor shall keep the Sewer Crossing Easement Area clear from any structures or obstacles that will make the area inaccessible. Except for the foregoing, Grantor shall continue to have the right to use the Sewer Crossing Easement Area in any manner desired by Grantor so long as any such use does not unreasonably interfere with the rights granted to Grantee hereunder.

2. **Encroachment Permit**. Notwithstanding anything to the contrary contained herein, in the event the Storm Water Crossing and/or Sewer Crossing require maintenance, Grantee shall submit to Grantor an application for an encroachment permit, which Grantor hereby agrees to promptly approve and issue to Grantee.

3. **Miscellaneous**.

3.1 Notices. All notices or other communications between Grantee and Grantor required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and prepaid, or sent by reputable overnight courier (such as Federal Express, UPS or DHL) or sent by email to the following addresses:

If to Grantor:

The City of Tracy
_____
_____
Attention: _____
Email: _____

If to Grantee:

Valpico Tracy Apartments, LLC
5780 Fleet Street, Suite 225
Carlsbad, California 92008
Attention: Adam Knowlton and Alex Glick
Email: AKnowlton@guardian-capital.com and AGlick@guardian-capital.com

Either party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

3.1 Covenants Running with the Land. The maintenance obligations and Easement rights granted herein shall run with the land. However, the provisions of this Agreement shall not be deemed to constitute a dedication for public use, nor to create any rights in the general public or any third party. It is the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns.

3.2 Further Assurances. Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Agreement.

3.3 Successor and Assigns. The benefits and obligations granted and imposed in this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

3.4 Governing Law; Severability; No Waiver; Amendment. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing.

3.5 Effectiveness. This Agreement, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records.

3.6 Counterparts. This Agreement may be executed in multiple counterparts, which when taken together, shall constitute one original document.

3.7 Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding or arising out of this Agreement, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The term "prevailing party" as used herein includes, without limitation, a party: (a) who obtains substantially the relief it has sought, or (b) against whom an action is dismissed (with or without prejudice).

[SIGNATURES ON FOLLOWING PAGE]

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

GRANTEE:

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

Signature _____

(This area for official notarial seal)

GRANTOR:

CITY OF TRACY,
a California municipal corporation

By: _____
Midori Lichtwardt, City Manager

Attest: _____
Name: _____
Title: _____

Approved as to Form:

_____
Bijal M. Patel, City Attorney

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 _____ }
}ss.
COUNTY OF _____ }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT "A-1"

PROPERTY DESCRIPTION

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

EXHIBIT "A-2"
DESCRIPTION AND DEPICTION OF GLENBRIAR DRIVE
GLENBRIAR DRIVE

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO TRACY APARTMENTS, LLC AS DESCRIBED IN DOCUMENT NO. 2023-004201, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°41'15" EAST, 218.80 FEET, TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 0°15'36" WEST, 71.46 FEET;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 469.00 FEET, THROUGH A CENTRAL ANGLE OF 23°18'00, AND AN ARC LENGTH OF 190.73 FEET;
3. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF A 206.00 FEET, THROUGH A CENTRAL ANGLE OF 18°25'45", AND AN ARC LENGTH OF 66.26 FEET;
4. SOUTH 4°36'40" EAST, 115.03 FEET;
5. THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 28°33'22", AND AN ARC LENGTH OF 4.98 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°36'40" WEST, 91.46 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS NORTH 58°13'20" WEST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 36°23'20", AND AN ARC LENGTH OF 12.70 FEET;
2. NORTH 4°36'40" WEST, 189.23 FEET;
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 9°46'37", AND AN ARC LENGTH OF 34.13 FEET;
4. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, THROUGH A CENTRAL ANGLE OF 14°38'53", AND AN ARC LENGTH OF 135.75 FEET;
5. THENCE NORTH 0°15'36" EAST, 71.52 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 0.73 ACRES MORE OR LESS.

P:\19988\SRV\Mapping\Desc\19988_IOD.doc

END OF DESCRIPTION

PREPARED BY:

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



6/21/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

P:\19988\SRV\Mapping\Desc\19988_IOD.doc

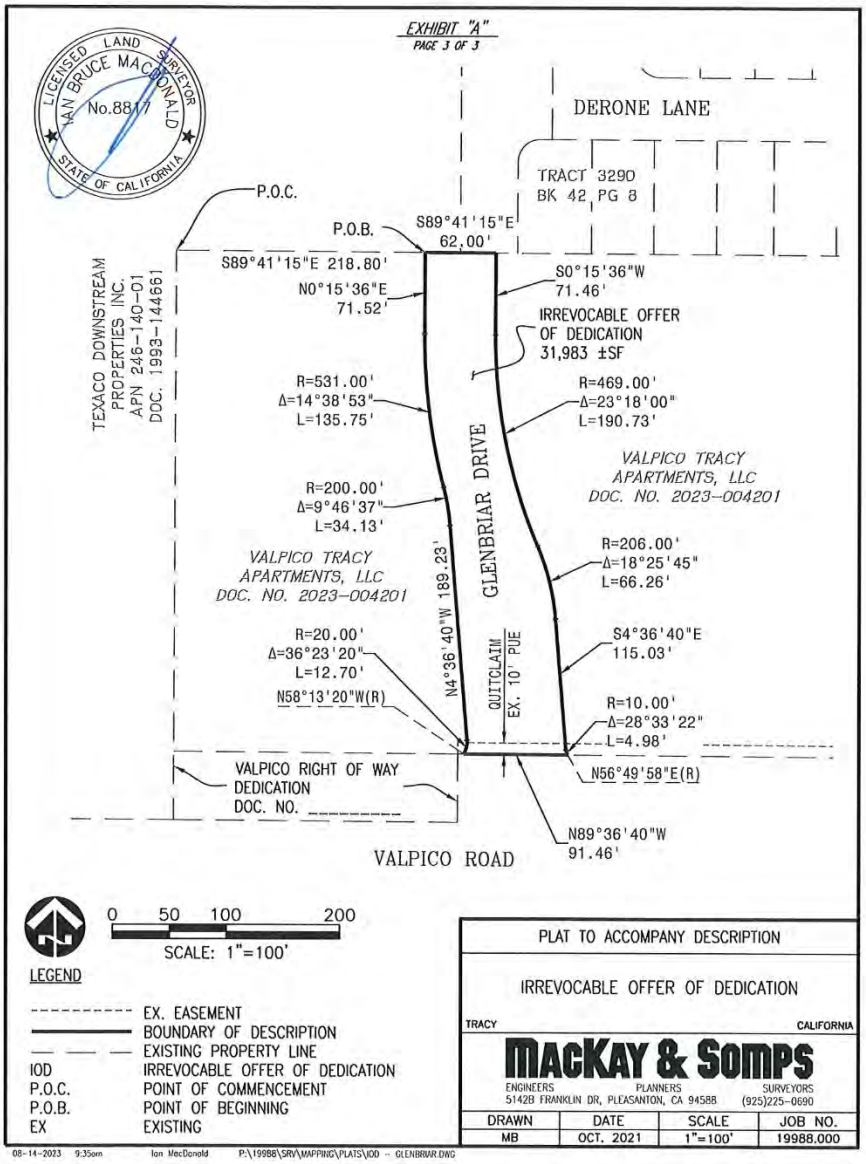

EXHIBIT "A"
PAGE 3 OF 3
LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA
DERONE LANE
TRACT 3290
BK 42 PG 8
P.O.C.
P.O.B.
S89°41'15"E
62.00'
S89°41'15"E 218.80'
N0°15'36"E
71.52'
S0°15'36"W
71.46'
IRREVOCABLE OFFER
OF DEDICATION
31,983 ±SF
TEXACO DOWNSTREAM
PROPERTIES INC.
APN 246-140-01
DOC. 1993-144661
R=531.00'
Δ=14°38'53"
L=135.75'
R=469.00'
Δ=23°18'00"
L=190.73'
GLENBRIAR DRIVE
VALPICO TRACY
APARTMENTS, LLC
DOC. NO. 2023-004201
R=200.00'
Δ=9°46'37"
L=34.13'
R=206.00'
Δ=18°25'45"
L=66.26'
VALPICO TRACY
APARTMENTS, LLC
DOC. NO. 2023-004201
N4°36'40"W 189.23'
QUITCLAIM
EX. 10' PUE
R=20.00'
Δ=36°23'20"
L=12.70'
S4°36'40"E
115.03'
N58°13'20"W(R)
R=10.00'
Δ=28°33'22"
L=4.98'
N56°49'58"E(R)
VALPICO RIGHT OF WAY
DEDICATION
DOC. NO. _____
N89°36'40"W
91.46'
VALPICO ROAD
0 50 100 200
SCALE: 1"=100'
LEGEND
EX. EASEMENT
BOUNDARY OF DESCRIPTION
EXISTING PROPERTY LINE
IOD IRREVOCABLE OFFER OF DEDICATION
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
EX EXISTING
PLAT TO ACCOMPANY DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
TRACY CALIFORNIA
MacKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690
DRAWN MB
DATE OCT. 2021
SCALE 1"=100'
JOB NO. 19988.000
08-14-2023 9:35am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\IOD - GLENBRIAR.DWG

EXHIBIT "B"
DESCRIPTION AND DEPICTION OF STORM WATER CROSSING EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLENBRIAR APARTMENTS DESRCIBED IN DOCUMENT NO. 2020-024778 SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS, SOUTH 89°41'15" EAST, 218.80 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 1.02 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 84°00'22" EAST, 61.29 FEET;
2. SOUTH 00°15'36" WEST, 23.25 FEET;
3. NORTH 89°20'30" WEST, 62.00 FEET;
4. THENCE NORTH 00°15'36" EAST, 28.95 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1,621 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/25/24
DATE

MacKay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

P:\19988\SRV\Mapping\Desc\02-19988_Glenbriar Private SDE ExhB.doc

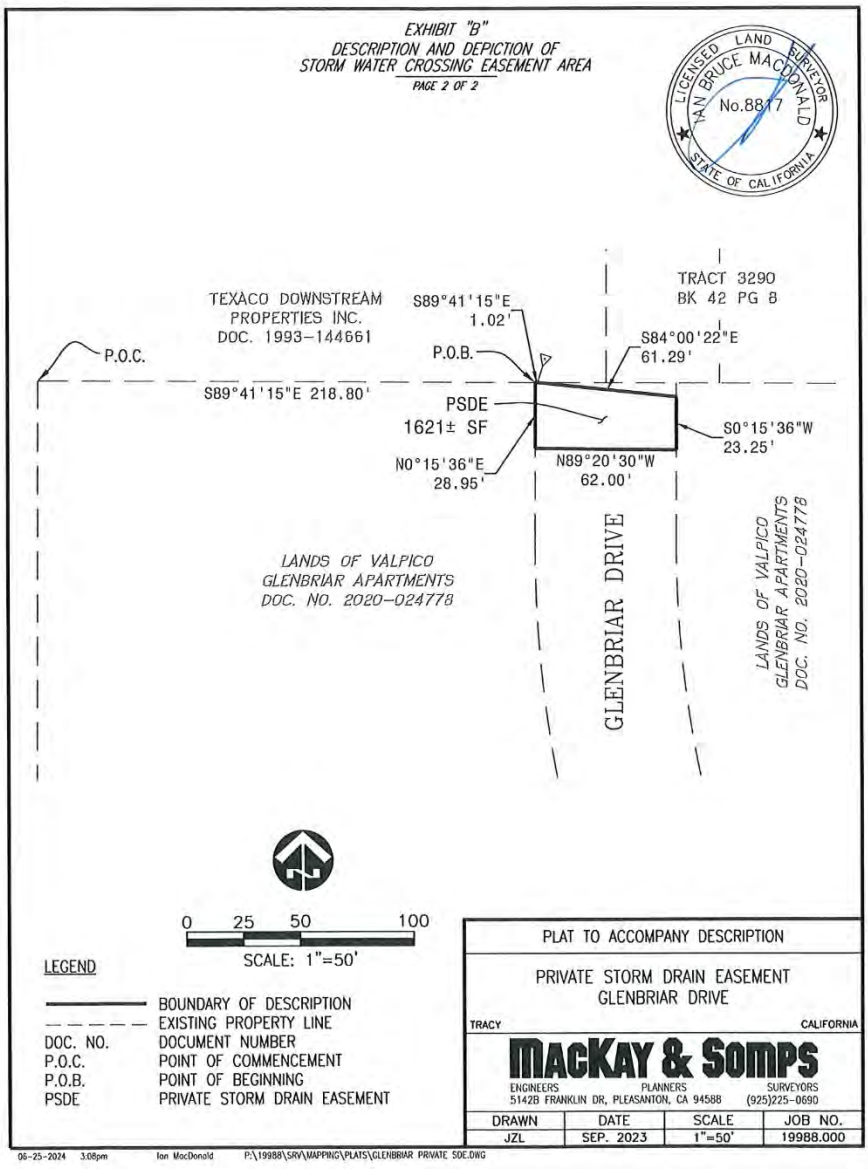

EXHIBIT "B"
DESCRIPTION AND DEPICTION OF
STORM WATER CROSSING EASEMENT AREA
PAGE 2 OF 2
LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA
TEXACO DOWNSTREAM
PROPERTIES INC.
DOC. 1993-144661
TRACT 3290
BK 42 PG 8
S89°41'15"E
1.02'
S84°00'22"E
61.29'
P.O.C.
P.O.B.
S89°41'15"E 218.80'
PSDE
1621± SF
S0°15'36"W
23.25'
N0°15'36"E
28.95'
N89°20'30"W
62.00'
LANDS OF VALPICO
GLENBRIAR APARTMENTS
DOC. NO. 2020-024778
GLENBRIAR DRIVE
LANDS OF VALPICO
GLENBRIAR APARTMENTS
DOC. NO. 2020-024778
0 25 50 100
SCALE: 1"=50'
LEGEND
BOUNDARY OF DESCRIPTION
EXISTING PROPERTY LINE
DOC. NO. DOCUMENT NUMBER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
PSDE PRIVATE STORM DRAIN EASEMENT
PLAT TO ACCOMPANY DESCRIPTION
PRIVATE STORM DRAIN EASEMENT
GLENBRIAR DRIVE
TRACY CALIFORNIA
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690
DRAWN DATE SCALE JOB NO.
JZL SEP. 2023 1"=50' 19988.000
06-25-2024 3:08pm Ian MacDonald P:\19988\SRV\MAPPING\PLATS\GLENBRIAR PRIVATE SDE.DWG

EXHIBIT "C-1"
DESCRIPTION OF SEWER CROSSING EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLENBRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND FIFTEEN (15) FEET WIDE, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 SOUTH 89°41'15" EAST, 218.80 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID PARCEL 1 THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 0°15'36" WEST, 71.52 FEET;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 531.00 FEET, THROUGH A CENTRAL ANGLE OF 14°38'53", AND AN ARC LENGTH OF 135.75 FEET;
3. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 9°46'37", AND AN ARC LENGTH OF 34.13 FEET;
4. THENCE SOUTH 4°36'40", 56.64 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 68°38'43 EAST, 81.67 FEET.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE WESTERLY RIGHT OF WAY LINE OF GLENBRIAR DRIVE ON THE WESTERLY END, AND AT THE EASTERLY RIGHT OF WAY LINE OF GLENBRIAR DRIVE ON THE EASTERLY END.

END OF DESCRIPTION

PREPARED BY:

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

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/25/24
DATE

MacKay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA, 94588-3355
(925) 225-0690

P:\19988\SRV\Mapping\Desc\02-19988_PRIVATE SSE ExhC-1.doc

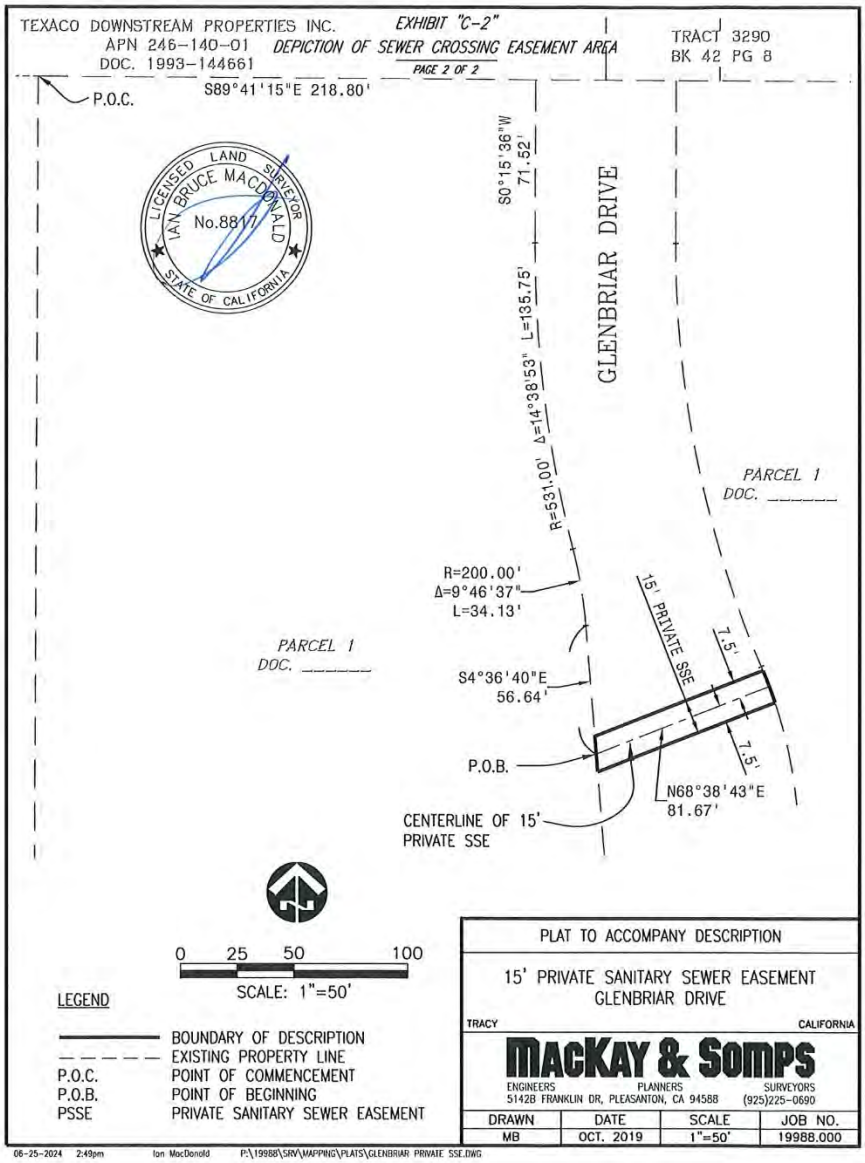

TEXACO DOWNSTREAM PROPERTIES INC.
APN 246-140-01
DOC. 1993-144661
EXHIBIT "C-2"
DEPICTION OF SEWER CROSSING EASEMENT AREA
PAGE 2 OF 2
TRACT 3290
BK 42 PG 8
P.O.C.
S89°41'15"E 218.80'
S0°15'36"W 71.52'
L=135.75'
Δ=14°38'53"
R=531.00'
GLENBRIAR DRIVE
PARCEL 1
DOC. _____
R=200.00'
Δ=9°46'37"
L=34.13'
15' PRIVATE SSE
7.5'
7.5'
PARCEL 1
DOC. _____
S4°36'40"E
56.64'
P.O.B.
N68°38'43"E
81.67'
CENTERLINE OF 15'
PRIVATE SSE
LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA
0 25 50 100
SCALE: 1"=50'
LEGEND
BOUNDARY OF DESCRIPTION
EXISTING PROPERTY LINE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
PSSE PRIVATE SANITARY SEWER EASEMENT
PLAT TO ACCOMPANY DESCRIPTION
15' PRIVATE SANITARY SEWER EASEMENT
GLENBRIAR DRIVE
TRACY CALIFORNIA
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690
DRAWN MB
DATE OCT. 2019
SCALE 1"=50'
JOB NO. 19988.000
06-25-2024 2:49pm Ian MacDonald P:\19988\SRV\MAPPING\PLATS\GLENBRIAR PRIVATE SSE.DWG

EXHIBIT "D"

CONDITIONS OF APPROVAL

[Attached.]

EXHIBIT D

(Developer's Authorized Representative Information)

Neil Miller
Authorized Representative for Valpico Tracy Apartments, LLC
(949) 485-8673
Nmiller@guardian-capital.com

EXHIBIT E
IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 246-140-24

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company common ("**Grantor**"), represents that, as the owner of that certain real property described on Exhibit C attached hereto ("**Property**"), and subject to the satisfaction of the Dedication Condition (as hereinafter defined), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION ("**Grantee**"), the hereinafter described real property for the following public purpose:

> Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

*The real property referred to above ("**IOD Area**") is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:*

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION OF IOD AREA

EXHIBIT B FOR PLAT OF IOD AREA

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

Notwithstanding the foregoing or anything to the contrary herein, the foregoing dedication of the IOD Area ("**Dedication**") is expressly conditioned upon the City (at its cost) connecting the IOD Area to that certain public street known as Derone Lane shown on Exhibit B attached hereto ("**Dedication Condition**"). In the event the Dedication Condition occurs, the Dedication shall be subject and subordinate to all matters of record or apparent, improvements, contracts, leases, licenses, encumbrances, and claims of title affecting the IOD Area as of the date the Dedication Condition is satisfied.

Grantor shall be responsible for maintaining the IOD Area prior to the Dedication Condition being satisfied. In the event the Dedication Condition occurs and the IOD Area is thereby dedicated to the City for use as a public street, the grantor will provide a form

of perpetual funding as described in the original project Conditions of Approval for Development Review Application D19-0018, Section 20, and the City shall automatically become fully responsible for maintaining the IOD Area utilizing the approved perpetual funding source for maintenance.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on Grantor, Grantee, and each of their heirs, executors, administrators, successors and assigns. Except as expressly set forth herein, the City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

The Dedication rights granted herein shall run with the land. However, in the event the Dedication Condition is not satisfied, the provisions of this Offer of Dedication shall not be deemed to constitute a dedication for public use, nor to create any rights in the general public or any third party (including Grantee). It is the intention of the parties that this Offer of Dedication shall be strictly limited to and for the purposes expressed herein. This Offer of Dedication is intended for the exclusive benefit of the parties hereto and their respective successors and assigns.

Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Offer of Dedication.

This Offer of Dedication shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Offer of Dedication shall be invalid or unenforceable to any extent, the remainder of this Offer of Dedication shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Offer of Dedication may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records of San Joaquin County, California. No provision of this Offer of Dedication shall be deemed to have been waived unless such waiver is in writing. Should either party hereto institute any action or proceeding to enforce any provisions hereof or for damages by reason of the breach, default or liability of the other party arising out of any provision of this Offer of Dedication, the prevailing party shall be entitled to recover costs of suit and reasonable attorneys' fees.

This Offer of Dedication, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records of San Joaquin County, California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

Signed this 7th day of June, 2024

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT "A"
DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO TRACY APARTMENTS, LLC AS DESCRIBED IN DOCUMENT NO. 2023-004201, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°41'15" EAST, 218.80 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 0°15'36" WEST, 71.46 FEET;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 469.00 FEET, THROUGH A CENTRAL ANGLE OF 23°18'00, AND AN ARC LENGTH OF 190.73 FEET;
3. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF A 206.00 FEET, THROUGH A CENTRAL ANGLE OF 18°25'45", AND AN ARC LENGTH OF 66.26 FEET;
4. SOUTH 4°36'40" EAST, 115.03 FEET;
5. THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 28°33'22", AND AN ARC LENGTH OF 4.98 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°36'40" WEST, 91.46 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS NORTH 58°13'20" WEST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 36°23'20", AND AN ARC LENGTH OF 12.70 FEET;
2. NORTH 4°36'40" WEST, 189.23 FEET;
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 9°46'37", AND AN ARC LENGTH OF 34.13 FEET;
4. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, THROUGH A CENTRAL ANGLE OF 14°38'53", AND AN ARC LENGTH OF 135.75 FEET;
5. THENCE NORTH 0°15'36" EAST, 71.52 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 0.73 ACRES MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/21/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

P:\19988\SRV\Mapping\Desc\19988_IOD.doc

EXHIBIT B

DEPICTION OF IOD AREA

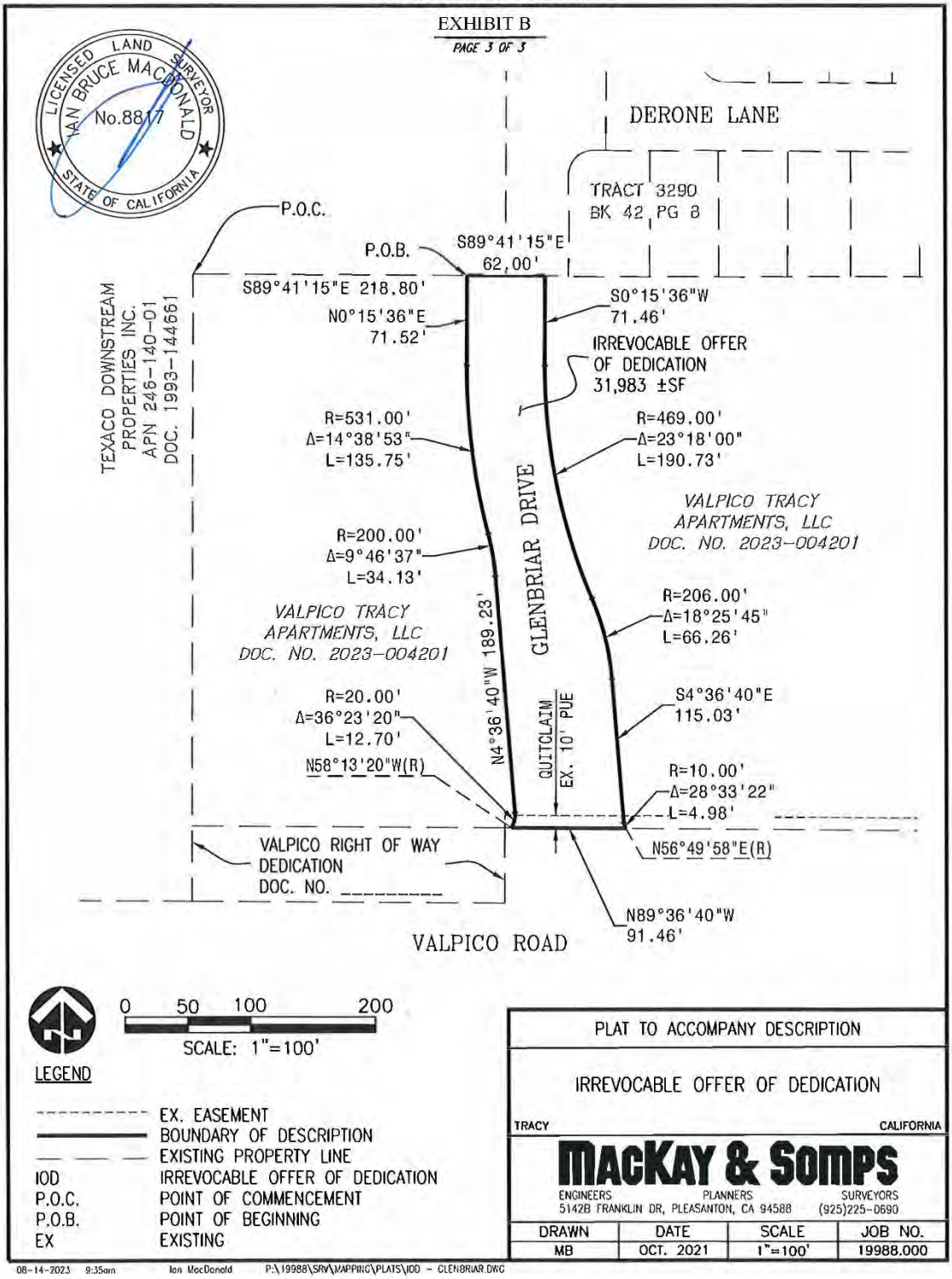


EXHIBIT C
DESCRIPTION OF GRANTOR PROPERTY

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF TRACY
333 Civic Center Plaza
Tracy, California 95376
Attn: Adrianne Richardson

APN: 246-140-23

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

GRANT OF EASEMENT
(Emergency Vehicle Access)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company ("**Grantor**"), hereby grants to the CITY OF TRACY, a municipal corporation ("**Grantee**"), a non-exclusive, perpetual easement to establish emergency vehicle access service to that certain real property owned by Grantor and situated in the City of Tracy, County of San Joaquin, State of California, which is more particularly described on Exhibit "A" attached hereto and incorporated by reference herein (the "**Property**").

Said easement shall be in the location described on Exhibit "B" attached hereto and illustrated on Exhibit "C" attached hereto (the "**Easement Area**"). The foregoing easement right to use the Easement Area is sometimes referred to herein as the "**Easement.**"

The purpose of the Easement is to satisfy the emergency vehicle access requirements imposed on Grantor by Grantee as a condition of approval of Grantor's development of property in the City of Tracy, by permitting police, fire and other emergency vehicles and personnel of all types access to the Property, by traversing the Easement Area.

The Easement granted herein is and shall be subject and subordinate to all matters of record or apparent, improvements, contracts, leases, licenses, encumbrances, and claims of title affecting the Easement Area as of the date this Grant of Easement is recorded in the Official Records of San Joaquin County, California. Grantor shall keep the Easement Area clear from any structures or obstacles that will make the area inaccessible. Except for the foregoing, Grantor shall continue to have the right to use the Easement Area in any manner desired by Grantor so long as any such use does not unreasonably interfere with the rights granted to Grantee hereunder.

Grantor shall be responsible for maintaining the Easement Area.

The Easement rights granted herein shall run with the land. However, the provisions of this Grant of Easement shall not be deemed to constitute a dedication for public use, nor to create any rights in the

general public or any third party. It is the intention of the parties that this Grant of Easement shall be strictly limited to and for the purposes expressed herein. This Grant of Easement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns. Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Grant of Easement.

This Grant of Easement shall be governed by and construed in accordance with the laws of the State of California. This Grant of Easement may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records of San Joaquin County, California. No provision of this Grant of Easement shall be deemed to have been waived unless such waiver is in writing.

This Grant of Easement, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records of San Joaquin County, California. This Grant of Easement may be executed in multiple counterparts, which when taken together, shall constitute one original document.

Notwithstanding anything to the contrary herein, in the event the Easement Area is dedicated for use as a public street or other public use, this Grant of Easement shall terminate automatically as of the effective date of such dedication and shall no longer be of any force or effect. In connection with the foregoing, Grantor and Grantee shall execute any such commercially reasonable instruments as may be necessary to effect such termination.

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IN WITNESS WHEREOF, the undersigned has executed this Grant of Easement (Emergency Vehicle Access) as of June 7, 2024.

GRANTOR:

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

Signature Christina D Shoop

(This area for official notarial seal)

GRANTEE:

CITY OF TRACY,
a California municipal corporation

By: _____
Midori Lichtwardt, City Manager

Attest: _____
Name: _____
Title: _____

Approved as to Form:

_____
Bijal M. Patel, City Attorney

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 _____ }
}ss.
COUNTY OF _____ }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT "A"

PROPERTY

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

EXHIBIT "B"
DESCRIPTION OF EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLEN BRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EMERGENCY ACCES VEHICLE EASEMENT

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°41'15" EAST, 218.80 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 00°15'36" WEST, 6.88 FEET;
2. SOUTH 89°44'24" EAST, 35.18 FEET;
3. SOUTH 00°15'36" WEST, 22.50 FEET;
4. NORTH 89°44'24" WEST, 25.18 FEET;
5. SOUTH 00°15'36" WEST, 7.45 FEET;
6. NORTH 89°44'24" WEST, 10.00 FEET;
7. SOUTH 00°15'36" WEST, 34.64 FEET;
8. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 469.00 FEET, HAVING A CENTRAL ANGLE OF 23°18'00" AND AN ARC LENGTH OF 190.73 FEET;
9. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 206.00 FEET, HAVING A CENTRAL ANGLE OF 18°25'45" AND AN ARC LENGTH OF 66.26 FEET;
10. SOUTH 04°36'40" EAST, 115.03 FEET;
11. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 10.00 FEET, HAVING A CENTRAL ANGLE OF 28°33'22" AND AN ARC LENGTH OF 4.98 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°36'40" WEST, 91.46 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING NINE (9) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 58°13'20" WEST, HAVING A CENTRAL ANGLE OF 36°23'20" AND AN ARC LENGTH OF 12.70 FEET;
2. NORTH 04°36'40" WEST, 189.23 FEET;

3. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, HAVING A CENTRAL ANGLE OF 09°46'37" AND AN ARC LENGTH OF 34.13 FEET;

4. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 531.00 FEET, HAVING A CENTRAL ANGLE OF 14°38'53" AND AN ARC LENGTH OF 135.75 FEET;

5. NORTH 00°15'36" EAST, 44.58 FEET;

6. NORTH 89°44'24" WEST, 22.83 FEET;

7. NORTH 00°15'36" EAST, 20.00 FEET;

8. SOUTH 89°44'24" EAST, 22.83 FEET;

9. NORTH 00°15'36" EAST, 6.94 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 33,305 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

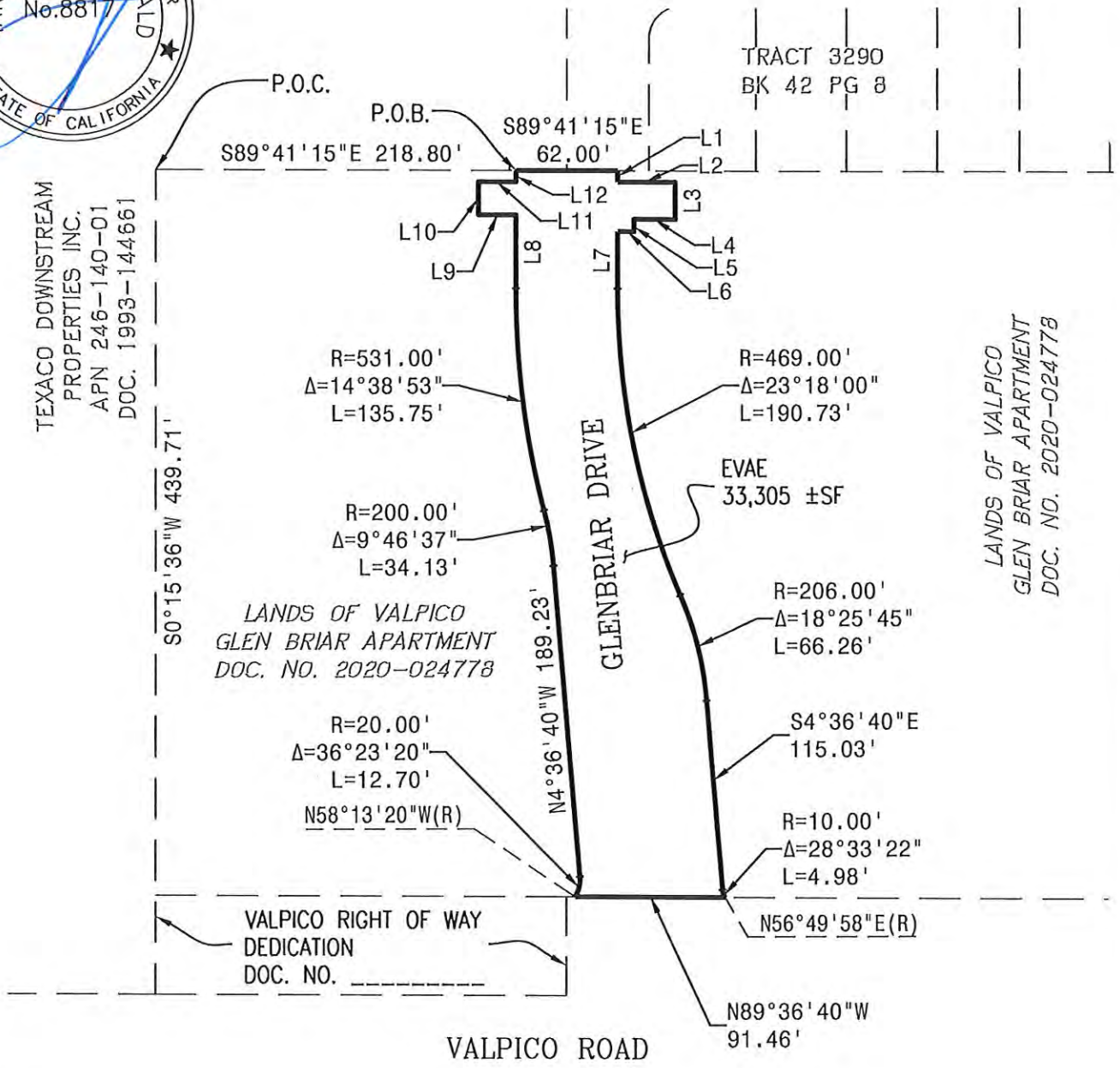
6/25/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "C"
DEPICTION OF EASEMENT AREA

PAGE 3 OF 4

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No. 8817
STATE OF CALIFORNIA



0 50 100 200

SCALE: 1"=100'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
EVAE	EMERGENCY ACCESS VEHILCE EASEMENT

PLAT TO ACCOMPANY DESCRIPTION

EMERGENCY ACCESS VEHICLE EASEMENT

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	AUGUST 2023	1"=100'	19988.000



EXHIBIT "C"
DEPICTION OF EASEMENT AREA
PAGE 4 OF 4

Line Table		
Line #	Bearing	Length
L1	S0°15'36"W	6.88'
L2	S89°44'24"E	35.18'
L3	S0°15'36"W	22.50'
L4	N89°44'24"W	25.18'
L5	S0°15'36"W	7.45'
L6	N89°44'24"W	10.00'
L7	S0°15'36"W	34.64'
L8	N0°15'36"E	44.58'
L9	N89°44'24"W	22.83'
L10	N0°15'36"E	20.00'
L11	S89°44'24"E	22.83'
L12	N0°15'36"E	6.94'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
EVAE	EMERGENCY ACCESS VEHILCE EASEMENT

PLAT TO ACCOMPANY DESCRIPTION

EMERGENCY ACCESS VEHICLE EASEMENT

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	AUGUST 2023	1"=100'	19988.000

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

---

(1) ACCEPTING PUBLIC IMPROVEMENTS AS COMPLETE FOR VELA VIEW APARTMENTS, CONSTRUCTED BY VALPICO TRACY APARTMENTS, LLC (DEVELOPER), (2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER, (3) AUTHORIZING THE CITY ENGINEER TO RELEASE BONDS IN ACCORDANCE WITH AGREEMENTS AND LAW, (4) ACCEPTING LAND DEDICATIONS FROM THE DEVELOPER, AND (5) APPROVING A CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT WITH THE DEVELOPER FOR FUTURE IMPROVEMENTS.

WHEREAS, on October 1, 2019, by Resolution 2019-195, City Council approved Development Review Permit Application D19-0018 for a 264-unit residential apartment project on approximately 11.62 acres on the north side of Valpico Road at Glenbriar Drive; and

WHEREAS, on April 24, 2020, pursuant to Urgency Ordinance No. 1285, the City Manager approved an Inspection and Improvement Agreement with Developer, allowing construction of offsite improvements to proceed prior to formal approval of offsite improvement plans; and

WHEREAS, on December 15, 2021, pursuant to Urgency Ordinance No. 1285, the City Manager approved an Offsite Improvement Agreement (OIA) for construction of offsite improvements; and

WHEREAS, on December 6, 2022, by Resolution 2022-195, City Council approved Development Review Permit Application D22-0005, allowing perimeter fencing of the site and a gated entrance on Glenbriar Drive; the gated entrance design was incorporated in offsite improvement plans previously approved by City Council; and

WHEREAS, on May 4, 2023, the City and Developer entered into a Public Landscape Maintenance Agreement by which Developer is responsible for future maintenance costs of public landscaping improvements along the Valpico Road project frontage; and

WHEREAS, the Developer has completed all the work required to be done in accordance with the OIA and has requested acceptance of the subdivision's public improvements; and

WHEREAS, the City Engineer has inspected the completed work and confirmed that the improvements conform to the OIA and City plans and specifications; and

WHEREAS, Developer furnished Faithful Performance, Labor and Material, and Warranty bonds assuring completion of the work; and

WHEREAS, the estimated cost of the improvements is as follows:

Cost Breakdown:	
Roadway Improvements	$ 558,118
Water	$ 42,420
Storm Drainage	$ 62,733
Sanitary Sewer	$ 3,124
Street Lighting	$ 91,025
Traffic Signal	$ 192,500
Landscaping	$ 12,100
Land Value	$ 34,000
Total	**$ 996,020**; and

WHEREAS, additional public right-of-way and easement dedications were necessary to accommodate the improvements required under the OIA and the project Conditions of Approval (COAs), per Development Review Permit Application D19-0018; and

WHEREAS, pursuant to the COAs, the Developer has submitted an Irrevocable Offer of Dedication for Glenbriar Drive north of Valpico Road (**Exhibit 1**), a grant deed for Valpico Road right of way (**Exhibit 2**), a public utility easement (**Exhibit 3**), and an Emergency Vehicle Access Easement (**Exhibit 4**) over Glenbriar Drive, all to be recorded at the San Joaquin County Recorder's office upon City Council acceptance; and

WHEREAS, pursuant to the COAs, item C.4, of Development Review Permit Application D19-0018, the Developer is required to execute a Deferred Improvement Agreement (DIA) prior to issuance of Certificate of Occupancy; and

WHEREAS, staff recommends that the DIA be superseded by a Conditional Offsite Improvement Agreement (COIA); and

WHEREAS, the COIA will guarantee the implementation of certain improvements that could not be practically implemented until a future date; and

WHEREAS, pursuant to COA item C.8, Developer must retain onsite stormwater runoff until such time as Detention Basin 2B and the permanent storm drain piping to Detention Basin 2B has been constructed, made operational, and made available for connection; and

WHEREAS, at that time, the Developer will be required to complete the installation of the Project's permanent storm drainage connection; and

WHEREAS, pursuant to COA item C.4.e., at such time as the City takes future fee ownership of Glenbriar Drive, City will grant utility crossing easements to the Developer so that the Developer can maintain private sanitary sewer and storm drain piping crossing Glenbriar Drive; and

WHEREAS, the utility easements shall be granted to the Developer via City's execution of a Private Utility Crossing Easement Agreement (PUC Agreement) between the City and the Developer and in order to guarantee that the Developer follows through with their obligation to execute the PUC Agreement, said agreement will be included as an exhibit of the Project's COIA; and

WHEREAS, the approval of Development Review Application D22-0005 included additional COAs containing public improvements, amongst other things, that could not be practically implemented until a future date, to be included in the COIA; and

WHEREAS, pursuant to COA item C.7.8(i), Glenbriar Drive, north of Valpico Road, will be maintained as a private street until such time as the City extends Glenbriar Drive north to connect with Derone Drive in Ventana Subdivision and at that time, the City will take ownership of Glenbriar Drive, and it will become a public street; and

WHEREAS, at that time the Developer will be required to make certain modifications to Glenbriar Drive, including the removal of the privacy gate, restoration of the median island, and removal of the barricade & guardrail at the north end of Glenbriar Drive; and

WHEREAS, the COIA is a legally binding mechanism guaranteeing the Developer's construction of the off-site improvements; and now, therefore be it

RESOLVED: That the Tracy City Council, hereby accepts the public improvements for Vela Apartments in accordance with the OIA and assumes responsibility for their future maintenance and repair of all public improvements, except for the items indicated in the Public Landscaping Maintenance Agreement; and be it

FURTHER RESOLVED: That the City Council authorizes the City Engineer to release the bonds in accordance with the terms of the OIA; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office; and be it

FURTHER RESOLVED: That the Tracy City Council accepts the Irrevocable Offer of Dedication of Glenbriar Drive, a fee conveyance by grant deed of Valpico Road, a public utility easement, and an Emergency Vehicle Access Easement from the Developer, attached respectively as **Exhibits 1-4;** and be it

FURTHER RESOLVED: That the Tracy City Council approves a Conditional Offsite Improvement Agreement with the Developer attached as **Exhibit 5** and authorizes the City Clerk to file such agreement with the San Joaquin County Recorder's Office; and be it

FURTHER RESOLVED: The recommended actions are exempt from CEQA (California Environmental Quality Act) compliance under Section 15061(b)(3) of the CEQA Guidelines (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that such actions may have a significant effect on the environment.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 2nd day of July 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS:

Exhibit 1 - Irrevocable Offer of Dedication for Glenbriar Drive
Exhibit 2 - Grant Deed for Valpico Road
Exhibit 3 - Public Utility Easement
Exhibit 4 - Emergency Vehicle Access Easement
Exhibit 5 – Conditional Offsite Improvement Agreement

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 246-140-24

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company common ("**Grantor**"), represents that, as the owner of that certain real property described on Exhibit C attached hereto ("**Property**"), and subject to the satisfaction of the Dedication Condition (as hereinafter defined), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION ("**Grantee**"), the hereinafter described real property for the following public purpose:

> Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

*The real property referred to above ("**IOD Area**") is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:*

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION OF IOD AREA

EXHIBIT B FOR PLAT OF IOD AREA

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

Notwithstanding the foregoing or anything to the contrary herein, the foregoing dedication of the IOD Area ("**Dedication**") is expressly conditioned upon the City (at its cost) connecting the IOD Area to that certain public street known as Derone Lane shown on Exhibit B attached hereto ("**Dedication Condition**"). In the event the Dedication Condition occurs, the Dedication shall be subject and subordinate to all matters of record or apparent, improvements, contracts, leases, licenses, encumbrances, and claims of title affecting the IOD Area as of the date the Dedication Condition is satisfied.

Grantor shall be responsible for maintaining the IOD Area prior to the Dedication Condition being satisfied. In the event the Dedication Condition occurs and the IOD Area is thereby dedicated to the City for use as a public street, the grantor will provide a form

of perpetual funding as described in the original project Conditions of Approval for Development Review Application D19-0018, Section 20, and the City shall automatically become fully responsible for maintaining the IOD Area utilizing the approved perpetual funding source for maintenance.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on Grantor, Grantee, and each of their heirs, executors, administrators, successors and assigns. Except as expressly set forth herein, the City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

The Dedication rights granted herein shall run with the land. However, in the event the Dedication Condition is not satisfied, the provisions of this Offer of Dedication shall not be deemed to constitute a dedication for public use, nor to create any rights in the general public or any third party (including Grantee). It is the intention of the parties that this Offer of Dedication shall be strictly limited to and for the purposes expressed herein. This Offer of Dedication is intended for the exclusive benefit of the parties hereto and their respective successors and assigns.

Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Offer of Dedication.

This Offer of Dedication shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Offer of Dedication shall be invalid or unenforceable to any extent, the remainder of this Offer of Dedication shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Offer of Dedication may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records of San Joaquin County, California. No provision of this Offer of Dedication shall be deemed to have been waived unless such waiver is in writing. Should either party hereto institute any action or proceeding to enforce any provisions hereof or for damages by reason of the breach, default or liability of the other party arising out of any provision of this Offer of Dedication, the prevailing party shall be entitled to recover costs of suit and reasonable attorneys' fees.

This Offer of Dedication, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records of San Joaquin County, California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

Signed this 7th day of June, 2024

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT "A"
DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO TRACY APARTMENTS, LLC AS DESCRIBED IN DOCUMENT NO. 2023-004201, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°41'15" EAST, 218.80 FEET, TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 0°15'36" WEST, 71.46 FEET;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 469.00 FEET, THROUGH A CENTRAL ANGLE OF 23°18'00, AND AN ARC LENGTH OF 190.73 FEET;
3. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF A 206.00 FEET, THROUGH A CENTRAL ANGLE OF 18°25'45", AND AN ARC LENGTH OF 66.26 FEET;
4. SOUTH 4°36'40" EAST, 115.03 FEET;
5. THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 28°33'22", AND AN ARC LENGTH OF 4.98 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°36'40" WEST, 91.46 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS NORTH 58°13'20" WEST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 36°23'20", AND AN ARC LENGTH OF 12.70 FEET;
2. NORTH 4°36'40" WEST, 189.23 FEET;
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 9°46'37", AND AN ARC LENGTH OF 34.13 FEET;
4. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, THROUGH A CENTRAL ANGLE OF 14°38'53", AND AN ARC LENGTH OF 135.75 FEET;
5. THENCE NORTH 0°15'36" EAST, 71.52 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 0.73 ACRES MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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

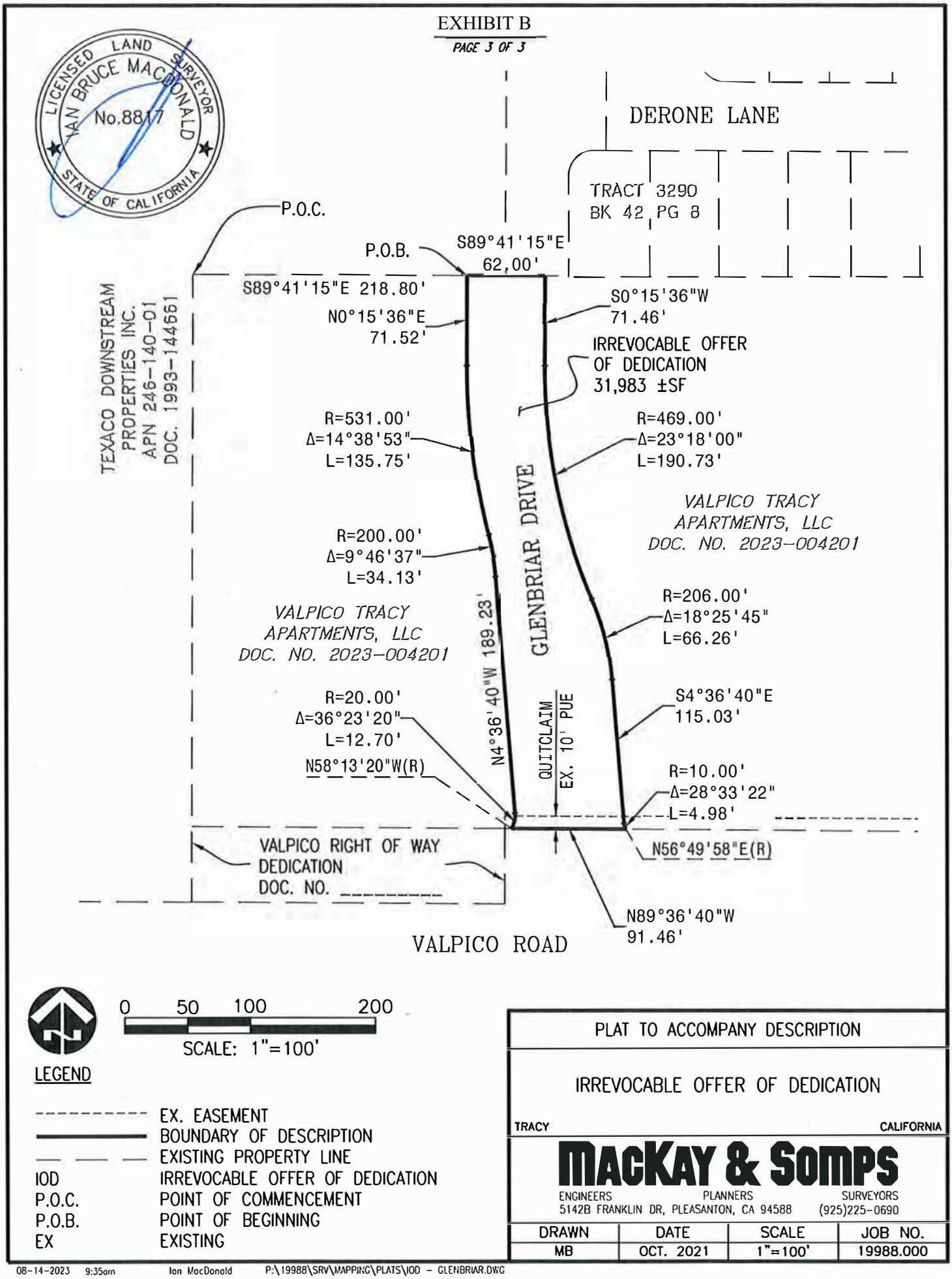
LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/21/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT B

DEPICTION OF IOD AREA



0 50 100 200

SCALE: 1"=100'

LEGEND

----------	EX. EASEMENT
————	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
IOD	IRREVOCABLE OFFER OF DEDICATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
EX	EXISTING

PLAT TO ACCOMPANY DESCRIPTION

IRREVOCABLE OFFER OF DEDICATION

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
MB	OCT. 2021	1"=100'	19988.000

08-14-2023 9:35am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\IOD - GLENBRIAR.DWG

EXHIBIT C
DESCRIPTION OF GRANTOR PROPERTY

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
City of Tracy
Attn: Adrianne Richardson, City Clerk 333 Civic Center Plaza
Tracy, CA 95376

APN: 246-140-24

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and § 6103, and exempt from Documentary Transfer Tax pursuant to Revenue & Taxation Code § 11922.

GRANT DEED
(VALPICO ROAD RIGHT OF WAY IN FEE)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Valpico Tracy Apartments, LLC, a Delaware limited liability company ("**Grantor**"),

hereby grants to the City of Tracy, a municipal corporation ("**Grantee**"),

that certain real property in the City of Tracy, County of San Joaquin, California more particularly described on Exhibit A-1 and depicted on Exhibit A-2 attached hereto and made a part hereof ("**Property**"), for the purpose of public streets right-of-way.

Grantor, for the same consideration, acknowledges its intention to convey by this deed not only all present right, title, and interest but also any and all right, title, and interest after-acquired by Grantor or its assigns in the above-described Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed on June 7, 2024.

Grantor:

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, [illegible]

Signature _____

(This area for official notarial seal)

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Deed or Grant is hereby accepted by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. _____ of the Tracy City Council, adopted on _____, _____, and recorded with the San Joaquin County Recorder on _____, _____, Book _____, pages _____ through _____, and the grantee consents to recordation thereof by its duly authorized officer.

_____
City Clerk, City of Tracy, California

EXHIBIT "A-1"
DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLEN BRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RIGHT OF WAY DEDICATION

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 0°15'36" EAST, 60.00 FEET, TO A POINT HEREAFTER REFERRED TO AS **POINT A**;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS SOUTH 89°36'40" EAST, 249.80 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 0°15'36" WEST, 60.00 FEET;
2. THENCE NORTH 89°36'40" WEST, 249.80 FEET, TO THE **POINT OF BEGINNING**;

CONTAINING 14,988 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

PUBLIC UTILITY EASEMENT

BEGINNING FROM THE HEREINABOVE MENTIONED **POINT A**, ALONG THE WESTERLY LINE OF SAID LANDS OF VALPICO GLEN BRIAR APARTMENTS NORTH 0°15'36" EAST, 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°36'40" EAST, 225.89 FEET;
2. NORTH 0°00'00" EAST, 6.93 FEET;
3. NORTH 90°00'00" EAST, 21.59 FEET;
4. SOUTH 18°07'15" EAST, 7.46 FEET;
5. SOUTH 0°23'20" WEST, 10.00 FEET;
6. NORTH 89°36'40" WEST, 249.80 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 2,657 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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



6/24/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "A-2"
PAGE 3 OF 3



TEXACO
DOWNSTREAM
PROPERTIES INC.
APN 246-140-01
DOC. 1993-144661

LANDS OF VALPICO
GLENBRIAR APARTMENTS
DOC. NO. 2020-024778

PUBLIC UTILITY EASEMENT
2657± SF

N0°15'36"E
10.00'

POINT A
P.O.B. PUE

N89°36'40"W 225.89'

N0°00'00"E
6.93'

N90°00'00"E
21.59'

N18°07'15"W
7.46'

N0°23'20"E
10.00'

N89°36'40"W 249.80'

N0°15'36"E
60.00'

RIGHT OF WAY
DEDICATION
14,988 ±SF

N0°15'36"E
60.00'

N89°36'40"W 249.80'

P.O.B.

VALPICO ROAD

0 30 60 120
SCALE: 1"=60'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
— — — — —	EASEMENT LINE
P.O.B.	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT

PLAT TO ACCOMPANY DESCRIPTION

RIGHT-OF-WAY DEDICATION
VALPICO ROAD

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
MB	MAY 2023	1"=60'	19988.000

06-24-2024 7:22am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO DEDICATION.DWG

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 246-140-24

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company ("**Grantor**"), as owner of that certain real property described on **Exhibit C** attached hereto ("**Grantor Property**"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("**Grantee**"), a perpetual easement and right-of-way for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of the Grantor Property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibits A-1** and **A-2** and illustrated on **Exhibit B-1** and **B-2** attached hereto and made a part hereof by this reference (collectively, "**Easement Area**"). The easement rights granted herein include the following: (a) the right of Grantee to install and maintain any and all necessary PG&E and Telecom utility facilities on the Easement Area, including, but not limited to, poles, wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; provided, however, the foregoing shall not interfere with Grantor's use of the Property; (b) Grantee's rights of ingress and egress from the Easement Area herein described and across the Grantor Property for all purposes useful or convenient in connection with the exercise of the rights herein granted to Grantee, at locations which shall not interfere with Grantor's reasonable use of its remainder Grantor Property; (c) the right of Grantee to construct, reconstruct, repair, replace, operate and maintain said facilities in the Easement Area and the right of Grantee to enter upon, pass and re-pass over, along, and beside said Easement Area and right-of-way; provided, however, Grantee shall not unreasonably interfere with Grantor's use of the Grantor Property; and (d) the reasonable right of Grantee to temporarily deposit tools, implements and material on the Easement Area while such tools, implements and materials are actively in use by Grantee.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever and wherever necessary for the purposes above set forth.

Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement or private utilities over, across or upon said Easement Area and right-of-way without first obtaining written permission from Grantee,

which shall not be unreasonably withheld. Grantor shall keep the Easement Area clear from any obstacles that will make the area un-accessible. Except for the foregoing, Grantor shall continue to have the right to use the Easement Area in any manner desired by Grantor so long as any such use does not unreasonably interfere with the rights granted to Grantee hereunder.

Grantor shall be responsible for maintaining the Easement Area; provided, however, Grantee shall promptly repair any damage to Easement Area to the extent caused by Grantee. Grantee shall indemnify, defend, and hold Grantor and its respective lenders and/or assigns, harmless from and against any actually incurred claims, costs, and liabilities, including legal costs and attorneys' fees, directly arising from Grantee's exercise of any Easement rights granted herein or Grantee's use of the Easement Area.

The conveyance of said easement and right-of-way is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. However, the provisions of this Public Utility Easement Deed shall not be deemed to constitute a dedication for public use, nor to create any rights in the general public or any third party. It is the intention of the parties that this Public Utility Easement Deed shall be strictly limited to and for the purposes expressed herein. This conveyance is binding on the Grantor, Grantee, and each of their heirs, assigns or successors in interest. Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Public Utility Easement Deed.

This Public Utility Easement Deed shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Public Utility Easement Deed shall be invalid or unenforceable to any extent, the remainder of this Public Utility Easement Deed shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Public Utility Easement Deed may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records of San Joaquin County, California. No provision of this Public Utility Easement Deed shall be deemed to have been waived unless such waiver is in writing. Should either party hereto institute any action or proceeding to enforce any provisions hereof or for damages by reason of the breach, default or liability of the other party arising out of any provision of this Public Utility Easement Deed, the prevailing party shall be entitled to recover costs of suit and reasonable attorneys' fees.

This Public Utility Easement Deed, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records of San Joaquin County, California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signed this 7th day of June, 2024

GRANTOR:

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024 before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

Signature Christina D Shoop

(This area for official notarial seal)

CERTIFICATION

This is to certify that the interest in real property herein conveyed by is hereby accepted by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. _____ of the Tracy City Council, adopted on _____, _____, and recorded with the San Joaquin County Recorder on _____, _____, Book _____, pages _____ through _____, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

_____
City Clerk, City of Tracy

EXHIBIT "A-1"

LEGAL DESCRIPTION OF

EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLENBRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 0°15'36" EAST, 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°36'40" EAST, 249.84 FEET;
2. NORTH 0°14'18" EAST, 60.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITHIN SAID LANDS, THE FOLLOWING TWENTY-NINE (29) COURSES:

1. NORTH 18°07'15" WEST, 7.46 FEET;
2. NORTH 04°36'40" WEST, 88.29 FEET;
3. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 178.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 15°41'23" WEST, HAVING A CENTRAL ANGLE OF 15°41'23" AND AN ARC LENGTH OF 48.74 FEET;
4. NORTH 90°00'00" WEST, 26.27 FEET;
5. SOUTH 00°00'00" EAST, 7.00 FEET;
6. NORTH 90°00'00" WEST, 10.00 FEET;
7. NORTH 00°00'00" EAST, 17.00 FEET;
8. NORTH 90°00'00" EAST, 36.27 FEET;
9. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 168.00 FEET, HAVING A CENTRAL ANGLE OF 16°21'30" AND AN ARC LENGTH OF 47.97 FEET;
10. NORTH 04°36'40" WEST, 84.93 FEET;
11. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 190.00 FEET, HAVING A CENTRAL ANGLE OF 09°46'37" AND AN ARC LENGTH OF 32.42 FEET;
12. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 541.00 FEET, HAVING A CENTRAL ANGLE OF 10°39'38" AND AN ARC LENGTH OF 100.66 FEET;
13. NORTH 90°00'00" WEST, 66.99 FEET;

14. SOUTH 00°00'00" EAST, 74.03 FEET;
15. NORTH 90°00'00" EAST, 8.00 FEET;
16. SOUTH 00°00'00" EAST, 10.00 FEET;
17. NORTH 90°00'00" WEST, 18.00 FEET;
18. NORTH 00°00'00" EAST, 91.03 FEET;
19. SOUTH 90°00'00" WEST, 5.00 FEET;
20. NORTH 00°00'00" EAST, 13.50 FEET;
21. NORTH 90°00'00" EAST, 13.00 FEET;
22. SOUTH 00°00'00" EAST, 4.50 FEET;
23. NORTH 90°00'00" EAST, 68.19 FEET;
24. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 541.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 87°58'09" EAST, HAVING A CENTRAL ANGLE OF 02°17'27" AND AN ARC LENGTH OF 21.63 FEET;
25. NORTH 00°15'36" EAST, 19.77 FEET;
26. NORTH 89°44'24" WEST, 2.95 FEET;
27. NORTH 00°15'36" EAST, 19.83 FEET;
28. SOUTH 89°44'24" EAST, 2.95 FEET;
29. NORTH 00°15'36" EAST, 31.92 FEET TO THE NORTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 82.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING NINETEEN (19) COURSES:

1. SOUTH 00°15'36" WEST, 71.45 FEET;
2. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 459.00 FEET, HAVING A CENTRAL ANGLE OF 19°05'35" AND AN ARC LENGTH OF 152.96 FEET;
3. NORTH 67°16'18" EAST, 133.23 FEET;
4. NORTH 00°00'00" EAST, 32.21 FEET;
5. SOUTH 90°00'00" WEST, 25.39 FEET;
6. NORTH 21°31'50" WEST, 19.51 FEET;
7. SOUTH 90°00'00" WEST, 44.71 FEET;

8. NORTH 00°00'00" EAST, 8.00 FEET;
9. NORTH 90°00'00" EAST, 48.00 FEET;
10. SOUTH 21°31'50" EAST, 16.28 FEET;
11. NORTH 90°00'00" EAST, 23.28 FEET;
12. NORTH 00°00'00" EAST, 51.04 FEET;
13. NORTH 90°00'00" EAST, 615.18 FEET;
14. SOUTH 00°00'00" EAST, 10.72 FEET;
15. NORTH 90°00'00" WEST, 6.00 FEET;
16. SOUTH 00°00'00" WEST, 34.96 FEET;
17. SOUTH 22°30'00" EAST, 11.76 FEET;
18. SOUTH 00°00'00" WEST, 187.67 FEET;
19. THENCE SOUTH 90°00'00" EAST, 63.06 FEET TO THE EASTERLY LINE OF SAID LANDS;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°15'07" WEST, 10.00 FEET;

THENCE LEAVING SAID EASTERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING NINE (9) COURSES:

1. NORTH 90°00'00" WEST, 58.76 FEET;
2. SOUTH 00°00'00" EAST, 6.39 FEET;
3. NORTH 90°00'00" WEST, 4.26 FEET;
4. SOUTH 00°00'00" WEST, 21.78 FEET;
5. NORTH 90°00'00" EAST, 3.74 FEET;
6. SOUTH 00°00'00" EAST, 11.74 FEET;
7. NORTH 90°00'00" WEST, 3.74 FEET;
8. SOUTH 00°00'00" EAST, 24.96 FEET;
9. SOUTH 90°00'00" EAST, 62.73 FEET TO THE EASTERLY LINE OF SAID LANDS;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°15'07" WEST, 50.63 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS NORTH 89°36'40" WEST, 72.51 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING NINETY-THREE (93) COURSES:

1. NORTH 00°00'00" EAST, 37.48 FEET;
2. NORTH 90°00'00" WEST, 5.19 FEET;
3. NORTH 00°00'00" EAST, 12.66 FEET;
4. NORTH 90°00'00" EAST, 5.19 FEET;
5. NORTH 00°00'00" WEST, 45.97 FEET;
6. NORTH 90°00'00" WEST, 2.85 FEET;
7. NORTH 00°00'00" EAST, 3.95 FEET;
8. NORTH 90°00'00" WEST, 174.46 FEET;
9. SOUTH 00°00'00" EAST, 88.86 FEET;
10. NORTH 89°36'40" WEST, 17.00 FEET;
11. NORTH 00°00'00" EAST, 22.74 FEET;
12. SOUTH 90°00'00" EAST, 7.00 FEET;
13. NORTH 00°00'00" EAST, 66.00 FEET;
14. SOUTH 90°00'00" WEST, 141.85 FEET;
15. SOUTH 00°00'00" EAST, 8.62 FEET;
16. NORTH 90°00'00" WEST, 9.00 FEET;
17. NORTH 00°00'00" EAST, 18.62 FEET;
18. NORTH 90°00'00" EAST, 146.19 FEET;
19. NORTH 00°00'00" EAST, 6.25 FEET;
20. NORTH 90°00'00" EAST, 11.75 FEET;
21. SOUTH 00°00'00" EAST, 6.25 FEET;
22. SOUTH 90°00'00" EAST, 180.22 FEET;
23. NORTH 00°00'00" EAST, 177.56 FEET;
24. NORTH 90°00'00" WEST, 2.75 FEET;
25. NORTH 00°00'00" EAST, 11.75 FEET;
26. NORTH 90°00'00" EAST, 2.75 FEET;
27. NORTH 00°00'00" EAST, 11.32 FEET;

28. NORTH 22°30'00" WEST, 11.76 FEET;
29. NORTH 00°00'00" EAST, 27.82 FEET;
30. NORTH 90°00'00" WEST, 4.67 FEET;
31. NORTH 00°00'00" WEST, 9.85 FEET;
32. NORTH 90°00'00" WEST, 67.27 FEET;
33. SOUTH 00°00'00" EAST, 8.23 FEET;
34. NORTH 90°00'00" WEST, 19.83 FEET;
35. NORTH 00°00'00" EAST, 8.23 FEET;
36. SOUTH 90°00'00" WEST, 55.96 FEET;
37. SOUTH 00°00'00" EAST, 2.00 FEET;
38. NORTH 90°00'00" WEST, 8.10 FEET;
39. NORTH 00°00'00" EAST, 2.00 FEET;
40. NORTH 90°00'00" WEST, 9.49 FEET;
41. SOUTH 00°00'00" EAST, 69.92 FEET;
42. NORTH 90°00'00" EAST, 3.25 FEET;
43. SOUTH 00°00'00" EAST, 11.75 FEET;
44. NORTH 90°00'00" WEST, 3.25 FEET;
45. SOUTH 00°00'00" WEST, 6.38 FEET;
46. NORTH 90°00'00" EAST, 5.00 FEET;
47. SOUTH 00°00'00" EAST, 6.00 FEET;
48. NORTH 90°00'00" WEST, 16.00 FEET;
49. NORTH 00°00'00" WEST, 94.06 FEET;
50. NORTH 90°00'00" WEST, 60.00 FEET;
51. SOUTH 00°00'00" WEST, 93.44 FEET;
52. NORTH 90°00'00" WEST, 19.47 FEET;
53. NORTH 00°00'00" EAST, 10.10 FEET;
54. NORTH 90°00'00" EAST, 5.22 FEET;
55. NORTH 00°00'00" EAST, 12.59 FEET;

56. NORTH 90°00'00" EAST, 5.25 FEET;
57. NORTH 00°00'00" EAST, 70.75 FEET;
58. NORTH 90°00'00" WEST, 70.42 FEET;
59. SOUTH 00°00'00" EAST, 9.35 FEET;
60. NORTH 90°00'00" WEST, 19.83 FEET;
61. NORTH 00°00'00" EAST, 9.35 FEET;
62. NORTH 90°00'00" WEST, 81.62 FEET;
63. SOUTH 00°00'00" EAST, 68.58 FEET;
64. NORTH 90°00'00" EAST, 5.25 FEET;
65. SOUTH 00°00'00" EAST, 12.25 FEET;
66. NORTH 90°00'00" EAST, 7.27 FEET;
67. SOUTH 00°00'00" EAST, 10.00 FEET;
68. NORTH 90°00'00" WEST, 17.52 FEET;
69. NORTH 00°00'00" EAST, 90.83 FEET;
70. NORTH 90°00'00" WEST, 84.09 FEET;
71. SOUTH 00°00'00" EAST, 16.96 FEET;
72. NORTH 90°00'00" WEST, 8.00 FEET;
73. NORTH 00°00'00" EAST, 12.96 FEET;
74. NORTH 90°00'00" WEST, 11.75 FEET;
75. NORTH 00°00'00" EAST, 4.00 FEET;
76. NORTH 90°00'00" WEST, 63.16 FEET;
77. SOUTH 00°00'00" EAST, 78.02 FEET;
78. NORTH 90°00'00" EAST, 28.50 FEET;
79. SOUTH 00°00'00" EAST, 17.50 FEET;
80. NORTH 90°00'00" WEST, 39.52 FEET;
81. SOUTH 67°16'18" WEST, 115.49 FEET;
82. SOUTH 23°12'02" EAST, 12.50 FEET;

83. SOUTH 66°47'58" WEST, 13.52 FEET;

84. ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 459.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 68°20'27" EAST, HAVING A CENTRAL ANGLE OF 01°22'52" AND AN ARC LENGTH OF 11.06 FEET;

85. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 216.00 FEET, HAVING A CENTRAL ANGLE OF 18°25'45" AND AN ARC LENGTH OF 69.48 FEET;

86. SOUTH 04°36'40" EAST, 99.87 FEET;

87. SOUTH 90°00'00" EAST, 49.57 FEET;

88. NORTH 00°00'00" WEST, 8.67 FEET;

89. NORTH 67°17'00" EAST, 42.67 FEET;

90. SOUTH 22°43'00" EAST, 5.41 FEET;

91. SOUTH 67°17'00" WEST, 31.93 FEET;

92. SOUTH 00°00'00" WEST, 18.87 FEET, TO A POINT HEREAFTER REFERRED TO AS **POINT A**;

93. NORTH 89°36'40" WEST, 165.37 FEET, TO THE **POINT OF BEGINNING** OF PARCEL A;

CONTAINING 1.59 ACRES MORE OR LESS.

PARCEL B

COMMENCING FROM THE HEREINABOVE MENTIONED **POINT A**, THENCE SOUTH 89°36'40" EAST, 40.23 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITHIN SAID LANDS, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 0°00'00" EAST, 2.05 FEET;
2. NORTH 90°00'00" EAST, 9.50 FEET;
3. SOUTH 0°00'00" EAST, 2.11 FEET, TO A POINT HEREAFTER REFERRED TO AS **POINT B**;
4. THENCE NORTH 89°36'40" WEST, 9.50 FEET, TO THE **POINT OF BEGINNING** OF PARCEL B.

CONTAINING 20 SQUARE FEET MORE OR LESS.

PARCEL C

COMMENCING FROM THE HEREINABOVE MENTIONED **POINT B**, THENCE SOUTH 89°36'40" EAST, 206.83 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITHIN SAID LANDS THE FOLLOWING FOUR (4) COURSES:

1. NORTH 0°00'00" EAST, 25.77 FEET;
2. NORTH 90°00'00" EAST, 6.00 FEET;

3. SOUTH 0°00'00" EAST, 25.81 FEET;

4. THENCE NORTH 89°36'40" WEST, 6.00 FEET, TO THE **POINT OF BEGINNING** OF PARCEL C.

CONTAINING 155 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:



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

6/21/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "A-2"
LEGAL DESCRIPTION
OF EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLEN BRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RIGHT OF WAY DEDICATION

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 0°15'36" EAST, 60.00 FEET, TO A POINT HEREAFTER REFERRED TO AS **POINT A**;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS SOUTH 89°36'40" EAST, 249.80 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 0°15'36" WEST, 60.00 FEET;
2. THENCE NORTH 89°36'40" WEST, 249.80 FEET, TO THE **POINT OF BEGINNING**;

CONTAINING 14,988 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

PUBLIC UTILITY EASEMENT

BEGINNING FROM THE HEREINABOVE MENTIONED **POINT A**, ALONG THE WESTERLY LINE OF SAID LANDS OF VALPICO GLEN BRIAR APARTMENTS NORTH 0°15'36" EAST, 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING SAID LANDS THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°36'40" EAST, 225.89 FEET;
2. NORTH 0°00'00" EAST, 6.93 FEET;
3. NORTH 90°00'00" EAST, 21.59 FEET;
4. SOUTH 18°07'15" EAST, 7.46 FEET;
5. SOUTH 0°23'20" WEST, 10.00 FEET;
6. NORTH 89°36'40" 249.80 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 2,657 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

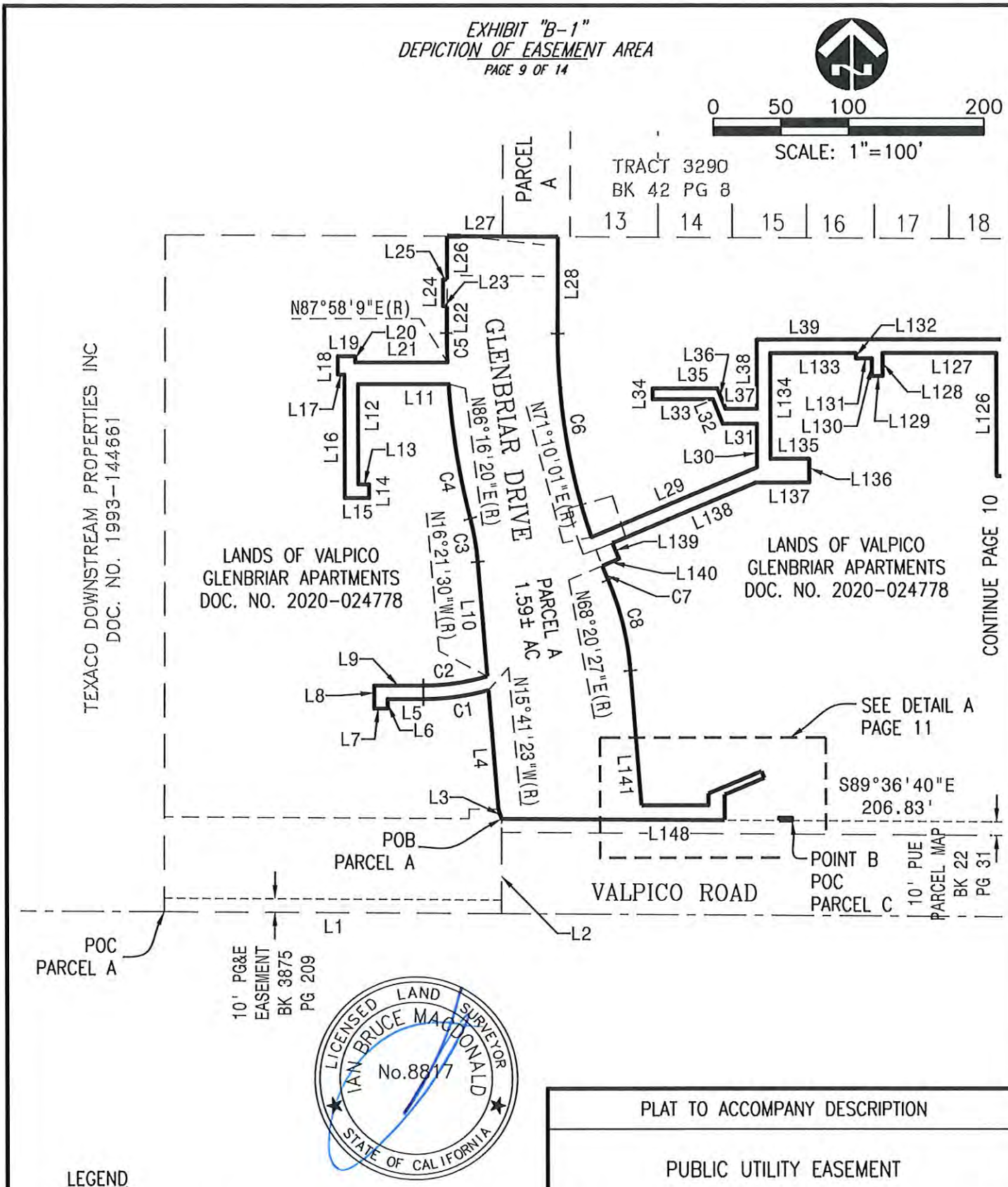
IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/21/24
DATE

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EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 9 OF 14



LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
- - - - - - - - - -	EXISTING PUE
PUE	PUBLIC UTILITY EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

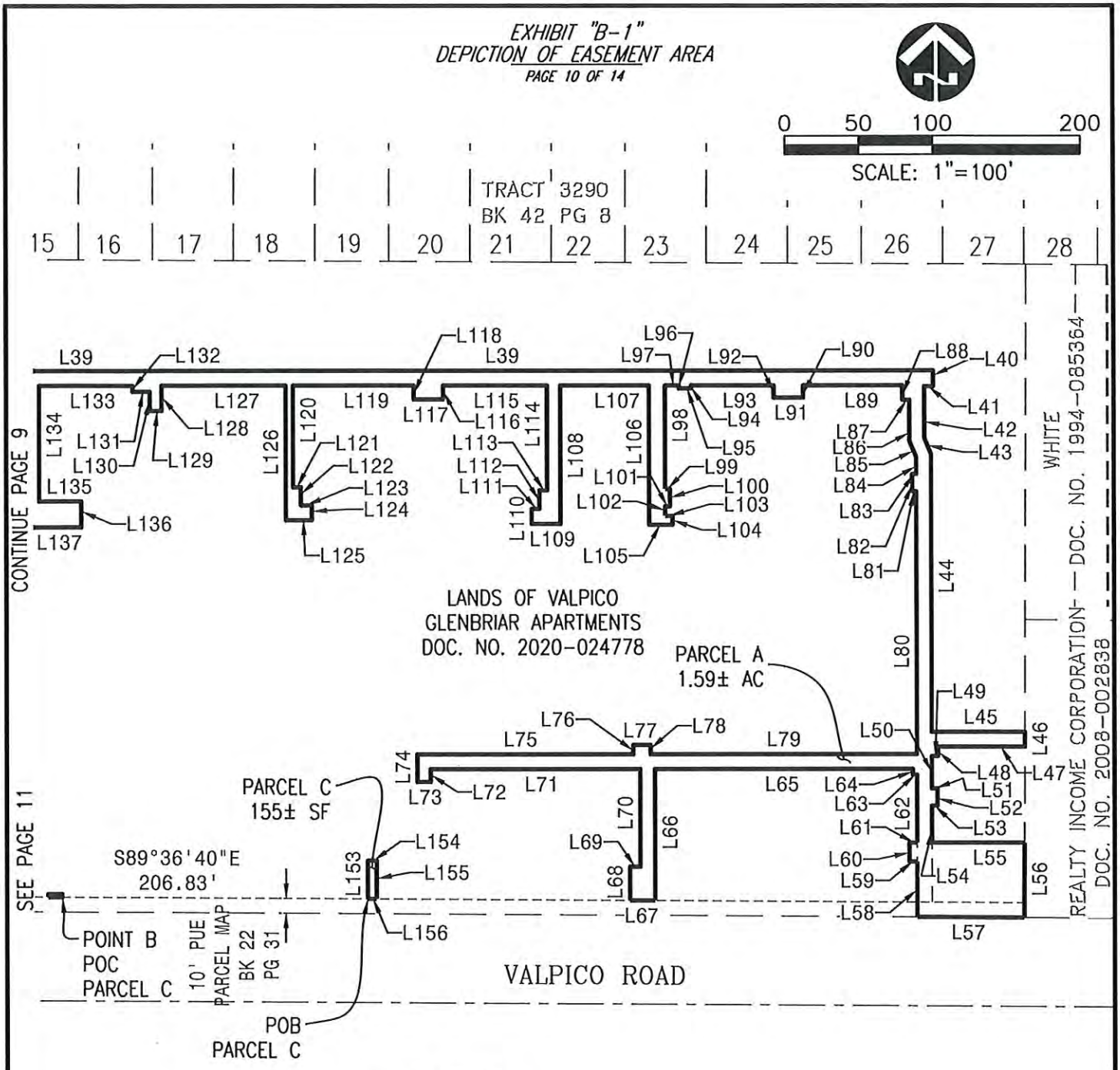
PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

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DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	1"=100'	19988.000

EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 10 OF 14



LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
- - - - - - - - - -	EXISTING PUE
PUE	PUBLIC UTILITY EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

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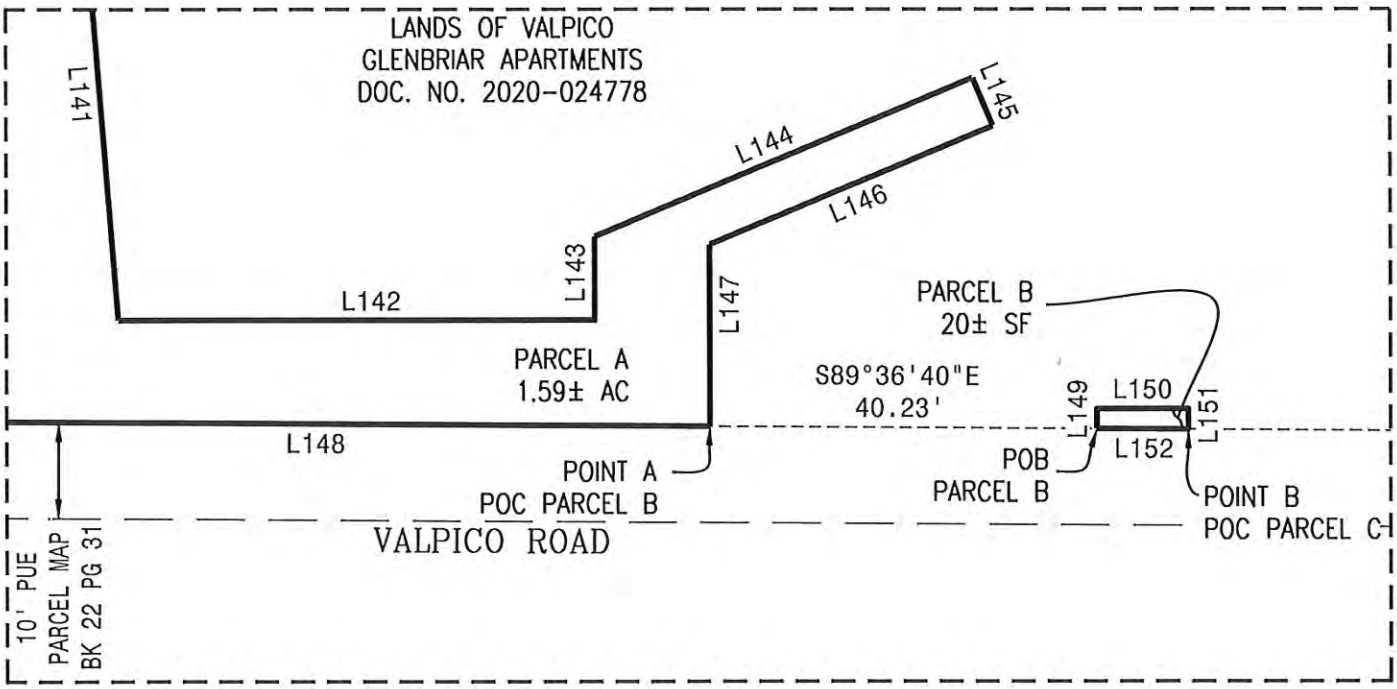
DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	1"=100'	19988.000

06-24-2024 7:13am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO PUE WHOLE SITE.DWG

EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 11 OF 14

Curve Table			
Curve #	Radius	Delta	Length
C1	178.00'	15°41'23"	48.74'
C2	168.00'	16°21'30"	47.97'
C3	190.00'	9°46'37"	32.42'
C4	541.00'	10°39'38"	100.66'
C5	541.00'	2°17'27"	21.63'
C6	459.00'	19°05'35"	152.96'
C7	459.00'	1°22'52"	11.06'
C8	216.00'	18°25'45"	69.48'

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA



DETAIL A

0 10 20 40
SCALE: 1"=20'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
- - - - - - - - - -	EXISTING PUE
PUE	PUBLIC UTILITY EASEMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

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DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	1"=20'	19988.000

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EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA

Line Table		
Line #	Bearing	Length
L1	S89°36'40"E	249.84'
L2	N0°15'36"E	70.00'
L3	N18°07'15"W	7.46'
L4	N4°36'40"W	88.29'
L5	N90°00'00"W	26.27'
L6	S0°00'00"E	7.00'
L7	N90°00'00"W	10.00'
L8	N0°00'00"E	17.00'
L9	N90°00'00"E	36.27'
L10	N4°36'40"W	84.93'
L11	N90°00'00"W	66.99'
L12	S0°00'00"E	74.03'
L13	N90°00'00"E	8.00'
L14	S0°00'00"E	10.00'
L15	N90°00'00"W	18.00'
L16	N0°00'00"E	91.03'
L17	N90°00'00"W	5.00'
L18	N0°00'00"E	13.50'
L19	N90°00'00"E	13.00'
L20	S0°00'00"E	4.50'

Line Table		
Line #	Bearing	Length
L21	N90°00'00"E	68.19'
L22	N0°15'36"E	19.77'
L23	N89°44'24"W	2.95'
L24	N0°15'36"E	19.83'
L25	S89°44'24"E	2.95'
L26	N0°15'36"E	31.92'
L27	S89°41'15"E	82.00'
L28	S0°15'36"W	71.45'
L29	N67°16'18"E	133.23'
L30	N0°00'00"E	32.21'
L31	N90°00'00"W	25.39'
L32	N21°31'50"W	19.51'
L33	N90°00'00"W	44.71'
L34	N0°00'00"E	8.00'
L35	N90°00'00"E	48.00'
L36	S21°31'50"E	16.28'
L37	N90°00'00"E	23.28'
L38	N0°00'00"E	51.04'
L39	N90°00'00"E	615.18'
L40	S0°00'00"E	10.72'

Line Table		
Line #	Bearing	Length
L41	N90°00'00"W	6.00'
L42	S0°00'00"E	34.96'
L43	S22°30'00"E	11.76'
L44	S0°00'00"E	187.67'
L45	N90°00'00"E	63.06'
L46	S0°15'07"W	10.00'
L47	N90°00'00"W	58.76'
L48	S0°00'00"E	6.39'
L49	N90°00'00"W	4.26'
L50	S0°00'00"E	21.78'
L51	N90°00'00"E	3.74'
L52	S0°00'00"E	11.74'
L53	N90°00'00"W	3.74'
L54	S0°00'00"E	24.96'
L55	N90°00'00"E	62.73'
L56	S0°15'07"W	50.63'
L57	N89°36'40"W	72.51'
L58	N0°00'00"W	37.48'
L59	N90°00'00"W	5.19'
L60	N0°00'00"E	12.66'



PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

MACKAY & SOMPS
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DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	N/A	19988.000

EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 13 OF 14

Line Table		
Line #	Bearing	Length
L61	N90°00'00"W	5.19'
L62	N0°00'00"E	45.97'
L63	N90°00'00"W	2.85'
L64	N0°00'00"E	3.95'
L65	N90°00'00"W	174.46'
L66	S0°00'00"E	88.86'
L67	N89°36'40"W	17.00'
L68	N0°00'00"E	22.74'
L69	S90°00'00"E	7.00'
L70	N0°00'00"E	66.00'
L71	N90°00'00"W	141.85'
L72	S0°00'00"E	8.62'
L73	N90°00'00"W	9.00'
L74	N0°00'00"E	18.62'
L75	N90°00'00"E	146.19'
L76	N0°00'00"E	6.25'
L77	N90°00'00"E	11.75'
L78	S0°00'00"E	6.25'
L79	N90°00'00"E	180.22'
L80	N0°00'00"E	177.56'

Line Table		
Line #	Bearing	Length
L81	N90°00'00"W	2.75'
L82	N0°00'00"E	11.75'
L83	N90°00'00"E	2.75'
L84	N0°00'00"E	11.32'
L85	N22°30'00"W	11.76'
L86	N0°00'00"E	27.82'
L87	N90°00'00"W	4.67'
L88	N0°00'00"W	9.85'
L89	N90°00'00"W	67.27'
L90	S0°00'00"E	8.23'
L91	N90°00'00"W	19.83'
L92	N0°00'00"E	8.23'
L93	N90°00'00"W	55.96'
L94	S0°00'00"E	2.00'
L95	N90°00'00"W	8.10'
L96	N0°00'00"E	2.00'
L97	N90°00'00"W	9.49'
L98	S0°00'00"E	69.92'
L99	N90°00'00"E	3.25'
L100	S0°00'00"E	11.75'

Line Table		
Line #	Bearing	Length
L101	N90°00'00"W	3.25'
L102	S0°00'00"E	6.38'
L103	N90°00'00"E	5.00'
L104	S0°00'00"E	6.00'
L105	N90°00'00"W	16.00'
L106	N0°00'00"W	94.06'
L107	N90°00'00"W	60.00'
L108	S0°00'00"E	93.44'
L109	N90°00'00"W	19.47'
L110	N0°00'00"E	10.10'
L111	N90°00'00"W	5.22'
L112	N0°00'00"E	12.59'
L113	N90°00'00"E	5.25'
L114	N0°00'00"E	70.75'
L115	N90°00'00"W	70.42'
L116	S0°00'00"E	9.35'
L117	N90°00'00"W	19.83'
L118	N0°00'00"E	9.35'
L119	N90°00'00"W	81.62'
L120	S0°00'00"E	68.58'



PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

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DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	N/A	19988.000

06-24-2024 7:12am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO PUE WHOLE SITE.DWG

EXHIBIT "B-1"
DEPICTION OF EASEMENT AREA
PAGE 14 OF 14

Line Table		
Line #	Bearing	Length
L121	N90°00'00"E	5.25'
L122	S0°00'00"E	12.25'
L123	N90°00'00"E	7.27'
L124	S0°00'00"E	10.00'
L125	N90°00'00"W	17.52'
L126	N0°00'00"E	90.83'
L127	N90°00'00"W	84.09'
L128	S0°00'00"E	16.96'
L129	N90°00'00"W	8.00'
L130	N0°00'00"E	12.96'
L131	N90°00'00"W	11.75'
L132	N0°00'00"E	4.00'
L133	N90°00'00"E	63.16'
L134	S0°00'00"E	78.02'
L135	N90°00'00"E	28.50'
L136	S0°00'00"E	17.50'
L137	N90°00'00"W	39.52'
L138	S67°16'18"W	115.49'
L139	S23°12'02"E	12.50'
L140	S66°47'58"W	13.52'

Line Table		
Line #	Bearing	Length
L141	S4°36'40"E	99.87'
L142	N90°00'00"E	49.57'
L143	N0°00'00"W	8.67'
L144	N67°17'00"E	42.67'
L145	S22°43'00"E	5.41'
L146	S67°17'00"W	31.93'
L147	S0°00'00"E	18.87'
L148	N89°36'40"W	165.37'
L149	N0°00'00"E	2.05'
L150	N90°00'00"E	9.50'
L151	S0°00'00"E	2.11'
L152	N89°36'40"W	9.50'
L153	N0°00'00"E	25.77'
L154	S90°00'00"E	6.00'
L155	S0°00'00"W	25.81'
L156	N89°36'40"W	6.00'



PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT

TRACY CALIFORNIA

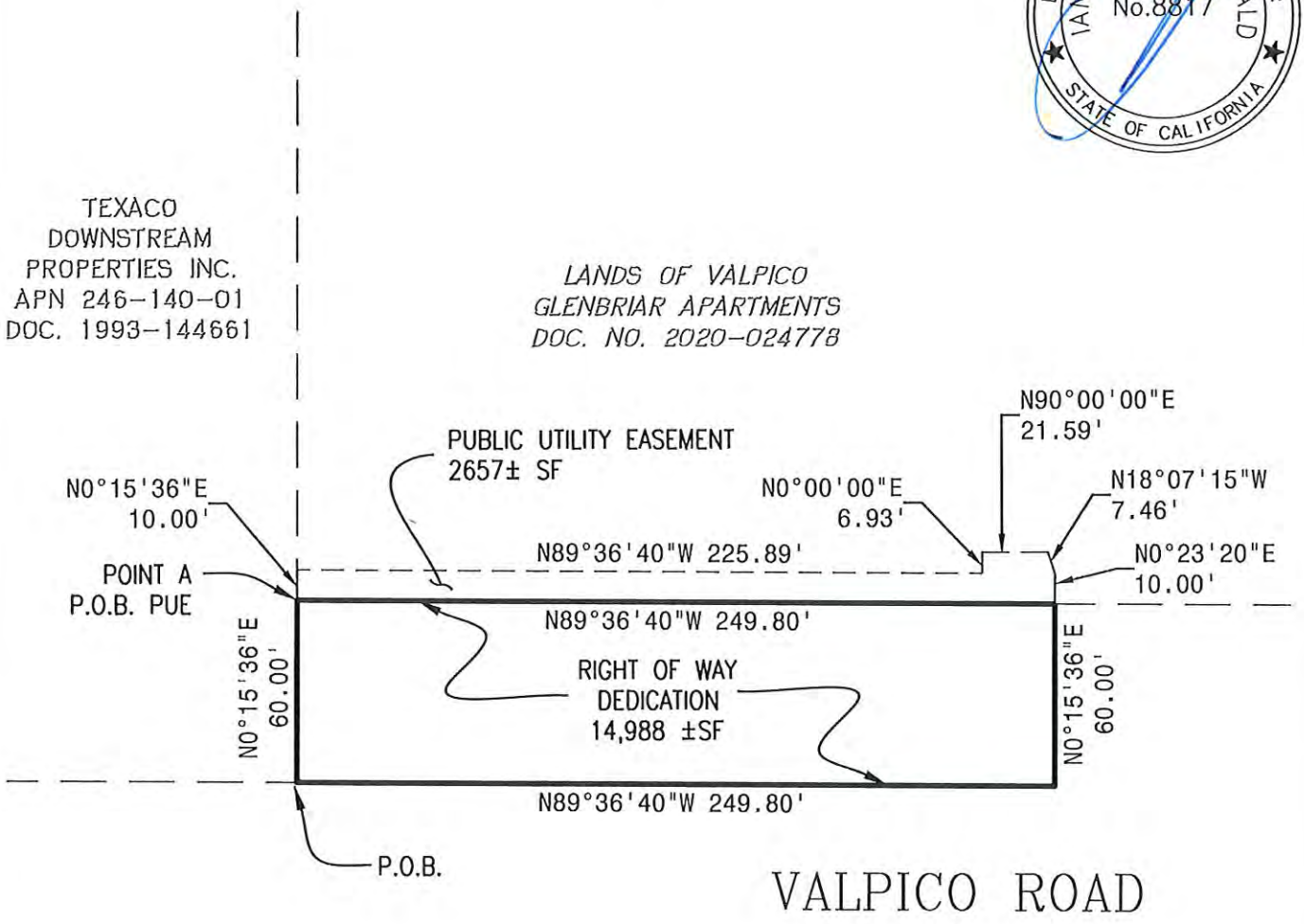
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5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
LL	MAY 2023	N/A	19988.000

06-24-2024 7:12am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO PUE WHOLE SITE.DWG

EXHIBIT "B-2"
DEPICTION OF EASEMENT AREA
PAGE 3 OF 3

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA



0 30 60 120
SCALE: 1"=60'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
— — — —	EASEMENT LINE
P.O.B.	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT

PLAT TO ACCOMPANY DESCRIPTION

PUBLIC UTILITY EASEMENT
VALPICO ROAD

TRACY CALIFORNIA

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DRAWN	DATE	SCALE	JOB NO.
MB	MAY 2023	1"=60'	19988.000

06-25-2024 2:18pm Ian MacDonald P:\19988\SRV\MAPPING\PLATS\VALPICO DEDICATION.DWG

EXHIBIT "C"

GRANTOR PROPERTY

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY OF TRACY
333 Civic Center Plaza
Tracy, California 95376
Attn: Adrianne Richardson

APN: 246-140-23

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

GRANT OF EASEMENT
(Emergency Vehicle Access)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company ("**Grantor**"), hereby grants to the CITY OF TRACY, a municipal corporation ("**Grantee**"), a non-exclusive, perpetual easement to establish emergency vehicle access service to that certain real property owned by Grantor and situated in the City of Tracy, County of San Joaquin, State of California, which is more particularly described on Exhibit "A" attached hereto and incorporated by reference herein (the "**Property**").

Said easement shall be in the location described on Exhibit "B" attached hereto and illustrated on Exhibit "C" attached hereto (the "**Easement Area**"). The foregoing easement right to use the Easement Area is sometimes referred to herein as the "**Easement.**"

The purpose of the Easement is to satisfy the emergency vehicle access requirements imposed on Grantor by Grantee as a condition of approval of Grantor's development of property in the City of Tracy, by permitting police, fire and other emergency vehicles and personnel of all types access to the Property, by traversing the Easement Area.

The Easement granted herein is and shall be subject and subordinate to all matters of record or apparent, improvements, contracts, leases, licenses, encumbrances, and claims of title affecting the Easement Area as of the date this Grant of Easement is recorded in the Official Records of San Joaquin County, California. Grantor shall keep the Easement Area clear from any structures or obstacles that will make the area inaccessible. Except for the foregoing, Grantor shall continue to have the right to use the Easement Area in any manner desired by Grantor so long as any such use does not unreasonably interfere with the rights granted to Grantee hereunder.

Grantor shall be responsible for maintaining the Easement Area.

The Easement rights granted herein shall run with the land. However, the provisions of this Grant of Easement shall not be deemed to constitute a dedication for public use, nor to create any rights in the

general public or any third party. It is the intention of the parties that this Grant of Easement shall be strictly limited to and for the purposes expressed herein. This Grant of Easement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns. Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Grant of Easement.

This Grant of Easement shall be governed by and construed in accordance with the laws of the State of California. This Grant of Easement may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records of San Joaquin County, California. No provision of this Grant of Easement shall be deemed to have been waived unless such waiver is in writing.

This Grant of Easement, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records of San Joaquin County, California. This Grant of Easement may be executed in multiple counterparts, which when taken together, shall constitute one original document.

Notwithstanding anything to the contrary herein, in the event the Easement Area is dedicated for use as a public street or other public use, this Grant of Easement shall terminate automatically as of the effective date of such dedication and shall no longer be of any force or effect. In connection with the foregoing, Grantor and Grantee shall execute any such commercially reasonable instruments as may be necessary to effect such termination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Grant of Easement (Emergency Vehicle Access) as of June 7, 2024.

GRANTOR:

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

Signature Christina D Shoop

(This area for official notarial seal)

GRANTEE:

CITY OF TRACY,
a California municipal corporation

By: _____
Midori Lichtwardt, City Manager

Attest: _____
Name: _____
Title: _____

Approved as to Form:

_____
Bijal M. Patel, City Attorney

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 _____ }
}ss.
COUNTY OF _____ }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT "A"

PROPERTY

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

EXHIBIT "B"
DESCRIPTION OF EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLEN BRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EMERGENCY ACCES VEHICLE EASEMENT

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°41'15" EAST, 218.80 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 00°15'36" WEST, 6.88 FEET;
2. SOUTH 89°44'24" EAST, 35.18 FEET;
3. SOUTH 00°15'36" WEST, 22.50 FEET;
4. NORTH 89°44'24" WEST, 25.18 FEET;
5. SOUTH 00°15'36" WEST, 7.45 FEET;
6. NORTH 89°44'24" WEST, 10.00 FEET;
7. SOUTH 00°15'36" WEST, 34.64 FEET;
8. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 469.00 FEET, HAVING A CENTRAL ANGLE OF 23°18'00" AND AN ARC LENGTH OF 190.73 FEET;
9. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 206.00 FEET, HAVING A CENTRAL ANGLE OF 18°25'45" AND AN ARC LENGTH OF 66.26 FEET;
10. SOUTH 04°36'40" EAST, 115.03 FEET;
11. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 10.00 FEET, HAVING A CENTRAL ANGLE OF 28°33'22" AND AN ARC LENGTH OF 4.98 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°36'40" WEST, 91.46 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING NINE (9) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 58°13'20" WEST, HAVING A CENTRAL ANGLE OF 36°23'20" AND AN ARC LENGTH OF 12.70 FEET;
2. NORTH 04°36'40" WEST, 189.23 FEET;

3. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, HAVING A CENTRAL ANGLE OF 09°46'37" AND AN ARC LENGTH OF 34.13 FEET;

4. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 531.00 FEET, HAVING A CENTRAL ANGLE OF 14°38'53" AND AN ARC LENGTH OF 135.75 FEET;

5. NORTH 00°15'36" EAST, 44.58 FEET;

6. NORTH 89°44'24" WEST, 22.83 FEET;

7. NORTH 00°15'36" EAST, 20.00 FEET;

8. SOUTH 89°44'24" EAST, 22.83 FEET;

9. NORTH 00°15'36" EAST, 6.94 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 33,305 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

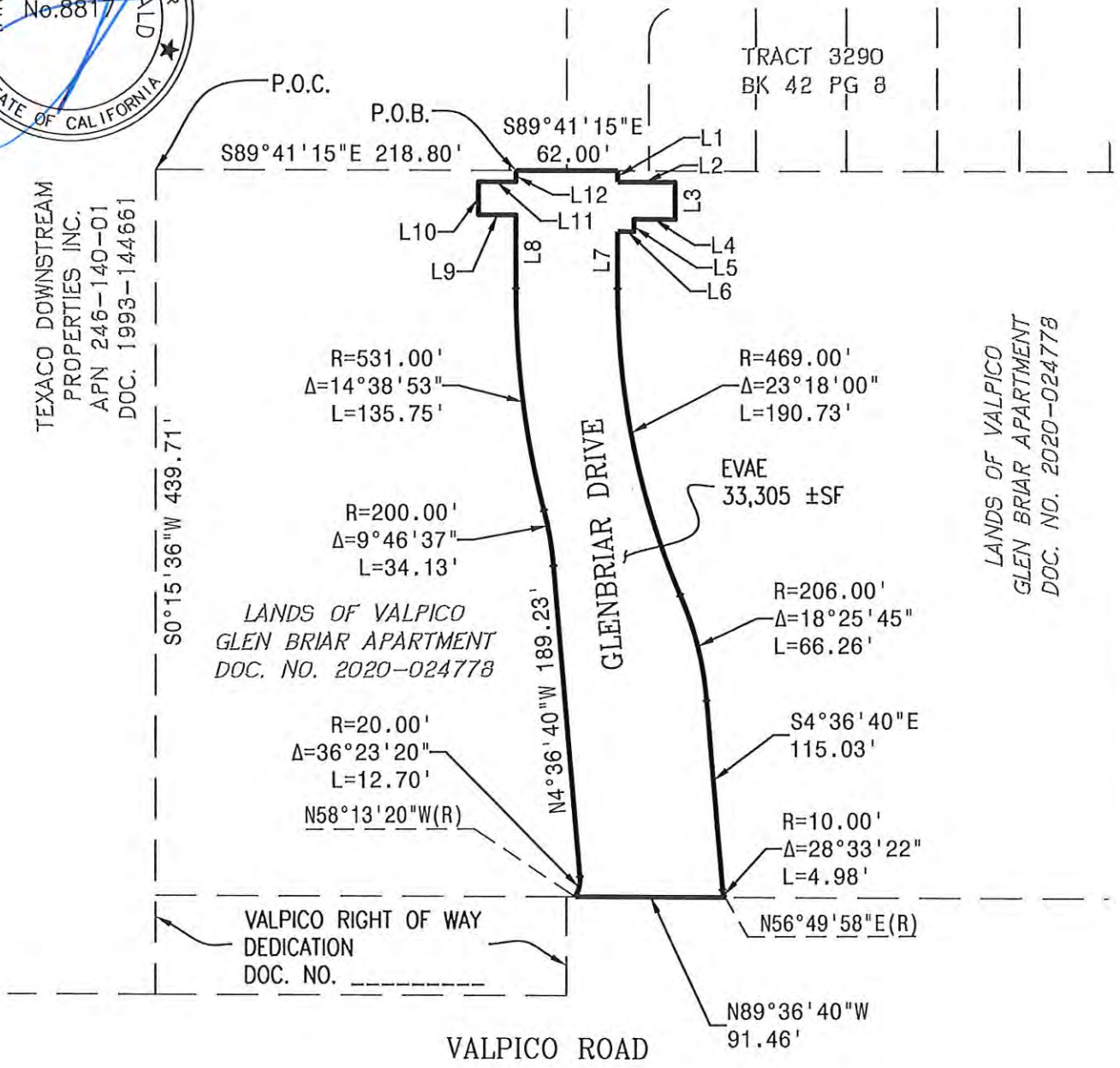
6/25/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "C"
DEPICTION OF EASEMENT AREA

PAGE 3 OF 4

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No. 8817
STATE OF CALIFORNIA



0 50 100 200

SCALE: 1"=100'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
EVAE	EMERGENCY ACCESS VEHILCE EASEMENT

PLAT TO ACCOMPANY DESCRIPTION

EMERGENCY ACCESS VEHICLE EASEMENT

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	AUGUST 2023	1"=100'	19988.000



EXHIBIT "C"
DEPICTION OF EASEMENT AREA
PAGE 4 OF 4

Line Table		
Line #	Bearing	Length
L1	S0°15'36"W	6.88'
L2	S89°44'24"E	35.18'
L3	S0°15'36"W	22.50'
L4	N89°44'24"W	25.18'
L5	S0°15'36"W	7.45'
L6	N89°44'24"W	10.00'
L7	S0°15'36"W	34.64'
L8	N0°15'36"E	44.58'
L9	N89°44'24"W	22.83'
L10	N0°15'36"E	20.00'
L11	S89°44'24"E	22.83'
L12	N0°15'36"E	6.94'

LEGEND

———	BOUNDARY OF DESCRIPTION
— — —	EXISTING PROPERTY LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
EVAE	EMERGENCY ACCESS VEHILCE EASEMENT

PLAT TO ACCOMPANY DESCRIPTION

EMERGENCY ACCESS VEHICLE EASEMENT

TRACY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	AUGUST 2023	1"=100'	19988.000

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT FOR
THE VELA APARTMENTS
FUTURE PUBLIC IMPROVEMENTS

This CONDITIONAL **OFFSITE IMPROVEMENT AGREEMENT** ("hereinafter **Agreement**") is made and entered into by and between the **CITY OF TRACY,** a municipal corporation ("**City**"), and Valpico Tracy Apartments, LLC, a Delaware Limited Liability Company ("**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the legal owner of that certain real property located at 351 East Valpico Road, designated with Assessor's Parcel Number(s) 246-140-24 and more particularly described in Exhibit "**A**" hereto (the "**Property**").

B. On October 1, 2019, pursuant to Resolution No. 2019-195 the Tracy City Council ("**City Council**") approved Development Review Application (D19-0018) for the proposed Vela Apartments (formerly Valpico-Glenbriar Apartments) Project ("**Project**"). The Project was subject to the specified conditions of approval dated as of August 14, 2019 attached hereto as Exhibit "**B-1**" ("**Original Conditions of Approval**"), which are incorporated herein by reference.

C. The Project proposed to construct a 264-unit residential apartment complex project on approximately 11.62 acres. The Project was increased to approximately 11.94 acres pursuant to that certain Certificate of Compliance for Lot Line Adjustment Owner's Certificate (LLA No. MS-LD22-0035) recorded on January 18, 2023 in the official records of San Joaquin County, California as Document Number 2023-004201.

D. In 2021, Katerra, Inc., the original developer of the Project, sold the Project to Valpico Tracy Apartments, LLC, the current Developer of the Project. The Developer proposed certain revisions and modifications to the approved Project, and on December 6, 2022, the City Council adopted Ordinance 1334, approving the Development Review Application (D22-0013) for the Project's "Parking Lot Expansion" and Resolution No. 2022-195, which approved the Development Review Application (D22-0005) for the addition of perimeter fencing and gates enclosing the entire 264-unit Valpico Apartment project site (the "**Perimeter Fencing/Access Control**"). Approval of the Parking Lot Expansion and Perimeter Fencing/Access Control was subject to certain Conditions of Approval ("**Additional Conditions of Approval**") dated as of December 6, 2022. The Additional Conditions of Approval are attached hereto as Exhibit "B-2" and are incorporated herein by reference, and together with the Original Conditions of Approval, are referred to as the "**Conditions of Approval**".

E. Sections C.4, C.7.a, and C.8 of the Original Conditions of Approval and Sections C.5 and C.7 of the Additional Conditions of Approval required the Developer execute a Deferred Improvement Agreement with the City ("**DIA**"). The DIA would guarantee that the Developer would construct certain Future Improvements (as defined below) at a later date due to factors that were and are outside of the Developer's control. As used herein, "**Future Improvements**" collectively means the following: (i) if applicable, completion of the Storm Drainage Connection (as defined below), and (ii) if applicable, completion of the Glenbriar Drive Improvements (as defined below).

F. As the Developer seeks to satisfy the Project's Conditions of Approval, the DIA required in the Original Conditions of Approval and Additional Conditions of Approval shall each be superseded by this Agreement and such requirements for the DIA shall be satisfied by this Agreement. The Developer's obligations to complete the Future Improvements are set forth in this Agreement and shall be governed by this Agreement.

G. Because approved plans for the Future Improvements are not available prior to the Effective Date, Developer has provided to City an initial engineer's estimate of the cost of developing the Future Improvements and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within the Future Improvements and recent cost information provided in connection with development of the improvements in the Project.

H. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Future Improvements, as set forth below.

I. The final plans for the Future Improvements have not been designed or approved as of the Effective Date. Upon the occurrence of the Storm Drainage Trigger and/or Glenbriar Drive Trigger, as described in Section 2 of this Agreement, the Developer shall submit improvement plans and specifications relating to the construction of the applicable Future Improvements, which work shall be approved by the City Engineer, and upon such approval, shall constitute the "**Work**". The location and details of the Work will be described fully in said future improvement plans and specifications, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein, upon approval by the City Engineer.

J. Because the Developer seeks to satisfy the Project's Conditions of Approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to the occurrence of the Storm Drainage Trigger and Glenbriar Drive Trigger, if applicable.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event**.

1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $252,600.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of the Future Improvements have not commenced within the time provided in Section 2.

1.2. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2. **Offsite Improvement Agreement**

2.1. Scope of Work; Location. Upon the Storm Drainage Trigger and/or Glenbriar Drive Trigger, if applicable, Developer shall perform, or cause to be performed, the Work (or the then-applicable portion of the Work) in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work (as set forth in the Plans and

Specifications) unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f).

Developer shall perform all applicable Work at the locations and grades shown on the Plans and Specifications. To the extent required by the Conditions of Approval or this Agreement, the parties hereto hereby confirm that Developer has either (a) acquired any necessary easement or right-of-way from the City for the Work, or (b) entered into a separate agreement with the City to acquire the necessary easement or right-of-way for the Work at Developer's expense.

A. Storm Drainage Connection

1. After receipt of written notification from the City Engineer that the downstream storm drainage pipeline and the permanent storm drainage detention facility planned to serve this Property and known as "Detention Basin 2B" has been constructed, made operational, and available for connection ("**Storm Drainage Trigger**"), the Developer shall complete installation of the Project's permanent storm drainage connection to such Detention Basin 2B, so that the Project's on-site storm drainage shall drain to the City's storm drainage system through such Detention Basin 2B, all at the Developer's sole cost and expense in accordance with the timeline set forth in Section 4.4 of this Agreement ("**Storm Drainage Connection**").

2. During the interim, prior to the completion of Detention Basin 2B and the associated public storm drainage system, the Developer shall be responsible for repairing, rectifying, and maintaining the trench infiltration system or the temporary storm drainage retention basin for the Project, if constructed to acceptable standards and to the satisfaction of the City Engineer.

3. The Developer will provide other means of disposing storm water for the Project such as a temporary storm drainage retention basin within the time specified by the City, if the trench infiltration system fails to function to the level or condition acceptable to the City, or fails to drain storm water as designed or intended to do as determined by the City Engineer, or if determined by the City that a temporary storm drainage retention basin is necessary to be constructed due to public health and safety reasons

B. Glenbriar Drive Improvements

Upon the execution of this Agreement, Developer shall record Irrevocable Offer of Dedication ("IOD") to the City in the form attached hereto as **Exhibit**

"E" to be recorded in the official records of San Joaquin County. Notwithstanding the foregoing, the City shall not accept the portion of Glenbriar Drive dedicated to the City via the IOD ("**IOD Area**") until the Derone Lane Condition (as defined below) has been satisfied.

1. Glenbriar Drive shall remain a private street until Glenbriar Drive is extended to the north (by party other than Developer) to that certain public street known as Derone Lane, so that Derone Lane connects to the IOD Area ("**Derone Lane Condition**").

2. The Developer shall maintain Glenbriar Drive at the Developer's sole cost and expense prior to acceptance of IOD Area by the City.

3. After receipt of written notification from the City Engineer that the Derone Lane Condition has been satisfied ("**Glenbriar Drive Trigger**"), Developer shall be responsible for and shall complete or cause to be completed all of the following: (i) any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to this Project and Developer's enclosure of the Glenbriar Drive right-of-way, (ii) removal of the gates and appurtenant equipment for the Project, (iii) restoration of median island and median landscaping for Glenbriar Drive, and (iv) removal of the barricade and guardrail at the north end of Glenbriar Drive, all in accordance with the timeline set forth in Section 4.4 of this Agreement (collectively, the "**Glenbriar Drive Improvements**").

C. Glenbriar Drive Private Utilities

Upon City acceptance of fee title to the IOD Area in accordance with the IOD, Developer shall execute a **PRIVATE UTILITY CROSSING EASEMENT AGREEMENT ("PUC Agreement")** in the form attached as Exhibit C. The PUC Agreement shall allow the Developer access to Glenbriar Drive for the purposes of maintaining and repairing the Developer owned utilities within Glenbriar Drive.

3. Developer shall perform all Work at the locations and grades per the Plans and Specifications. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

4. Time Of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall

submit all requests for extensions of time to the City Engineer, in writing, in accordance with Section 4.4, below.

4.1. Final Plans and Specifications and Engineer's Estimate. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 5 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate**").

4.2. Commencement of Work. No later than fifteen (15) days prior to the commencement of any portion of the Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence such portion of the Work ("**Notice of Commencement**"). Developer shall not commence such Work until after the Notice of Commencement required by this Section is properly provided, and Developer shall not commence such Work prior to the intended commencement date specified in the written Notice of Commencement.

4.3. Schedule of Work. Concurrently with the written Notice of Commencement, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

4.4. Completion of Work. Developer shall complete the applicable portion of the Work no later than three hundred sixty-five (365) calendar days after Developer's submittal of its Notice of Commencement as to such applicable portion of the Work pursuant to Section 4.2 above ("**Completion Date**"). If the applicable portion of the Work is not completed by such Completion Date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to the Completion Date, (b) the City Engineer reasonably determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension of the Completion Date.

5. Improvement Security. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 et seq.) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

5.1. Faithful Performance security to secure faithful performance of this Agreement.

5.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

5.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 5.

6. Indemnification. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work (or the applicable portion of the Work), (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work (or the applicable portion of the Work), and (3) the one year warranty period set forth in Section 15, below, has expired, at which time the indemnification obligations under this Section 6 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 6 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 15, below.

7. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 7 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

7.1. General. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

7.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including

without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

7.3. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

7.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

7.4.1. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

7.5. Workers' Compensation coverage shall be maintained as required by the State of California.

7.6. Endorsements**.** Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

7.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

7.6.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

7.6.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

7.7. Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

7.8. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

7.9. Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

7.10. Substitute Certificates. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

7.11. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

8. Independent Contractor Status. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

9. Default

9.1. Notice of Default. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

9.2. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

9.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

9.2.2. Developer abandons the Work site.

9.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 9.3 below.

9.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work and fails to cure such damage pursuant to Section 9.3 below.

9.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 9.3 below.

9.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

9.3.1. Demand that Developer complete performance of the Work.

9.3.2. Demand that Developer's surety (if any) complete performance of the Work.

9.3.3. Resort to any judicial remedies available to the City.

10. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher. For the avoidance of doubt, Developer and its successors and assigns shall retain a license to use such original documents prepared by Developer for this Agreement (including, without limitation, the Plans and Specifications) in connection with the construction, maintenance and repair of the Work and/or performance of any other obligations under this Agreement.

11. Repair of any Damage. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

12. Inspection by City; Inspection Fees. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the

Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

12.1. Inspection Fees. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Future Improvements costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

13. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work**.** Exhibit "**D**" attached hereto includes the initial contact information referenced in this Section 13.

14. Acceptance of Work. Prior to acceptance of the Future Improvements by the City Council, Developer shall be solely responsible for maintaining the quality of the Future Improvements and maintaining safety at the Project site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

15. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work (or the applicable portion of the Work) by the City Council. In the event that (during the one-year warranty period) any portion of the Work is reasonably determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City reasonably repair, replace or reconstruct any defective improvements.

16. Notices.

16.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City: City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	To Developer: Valpico Tracy Apartments, LLC 5780 Fleet Street, Suite 225 Carlsbad, CA 92008 Attn.: Adam Knowlton aknowlton@guardian-capital.com

16.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

17. Approvals by City. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

18. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

19. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

20. Assignment and Delegation. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

21. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of

California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

22. Permits, Licenses, and Compliance with Law. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

23. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Conditions of Approval (Recitals B and D.)
C. Private Utility Crossing Easement Agreement (Section 2.)
D. Developer's Authorized Representative Information (Section 13.)
E. Irrevocable Offer Of Dedication (Section 2.1.C)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

24. Signatures. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: MAYOR

Date: _____

Attest:

By: Adrianne Richardson
Title: CITY CLERK

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: CITY ATTORNEY

Date: _____

DEVELOPER:

Valpico Tracy Apartments, LLC

By: Neil Miller
Title: Authorized Representative

Consent to Recordation

Valpico Tracy Apartments, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Offsite Improvement Agreement.

Valpico Tracy Apartments, LLC



By: Neil Miller
Title: Authorized Representative

CALIFORNIA ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On June 11, 2024, before me, Christina D. Shoop Notary Public, personally appeared Neil M. Miller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

Christina D Shoop
Notary Public Signature

Notary Public Seal

EXHIBIT A

(Description of Property)

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

EXHIBIT B

(Conditions of Approval)

EXHIBIT B-1
(D19-0018)

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Page 1 of 17

City of Tracy
Conditions of Approval
Valpico Glenbriar Apartments
Application Number D19-0018
August 14, 2019

These Conditions of Approval shall apply to the real property described as the Valpico Glenbriar Apartments (Application Number D19-0018). The approximately 11.62-acre subject property is located on the north side of Valpico Road at Glenbriar Drive, 501 E. Valpico Road (also known as 2795 S. MacArthur Drive and 2605 S. MacArthur Drive), (Assessor's Parcel Numbers 246-140-12, 13, and 14).

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer".

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Valpico Glenbriar Apartments, Application Number D19-0018. The approximately 11.62-acre subject property is located on the north side of Valpico Road at Glenbriar Drive, 501 E. Valpico Road (also known as 2795 S. MacArthur Drive and 2605 S. MacArthur Drive) (Assessor's Parcel Numbers 246-140-12, 13, and 14).

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 11.62 acres located on the north side of Valpico Road at Glenbriar Drive, 501 E. Valpico Road (also known as 2795 S. MacArthur Drive and 2605 S. MacArthur Drive) (Assessor's Parcel Numbers 246-140-12, 13, and 14) Application Number D15-0024.

7. "Property" means the real property generally located on the north side of Valpico Road, at Glenbriar Drive, 501 E. Valpico Road (also known as 2795 S. MacArthur Drive and 2605 S. MacArthur Drive) (Assessor's Parcel Numbers 246-140-12, 13, and 14).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors in interest.

EXHIBIT "B"
Page 2 of 17

B. General Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to the following: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the General Plan Environmental Impact Report, dated February 1, 2011 and the Valpico Apartments Project Mitigated Negative Declaration, adopted by the Tracy City Council on December 18, 2012.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the plans received by the Development and Engineering Services Department on July 31, 2019.

6. Prior to the issuance of a building permit, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards, including, but not limited to Tracy Municipal Code Section 10.08.3560, and the City's Design Goals and Standards to the satisfaction of the Development Services Director. The landscape and irrigation plan shall also be designed consistent with the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, to the satisfaction of the Utilities Director. Said landscape plans shall include documentation which demonstrates there is no less than 20 percent of the parking area in landscaping, and 40 percent canopy tree coverage at tree maturity in accordance with City Regulations. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. Prior to the issuance of a building permit, an Agreement for Maintenance of Landscape and Irrigation Improvements shall be executed and financial security submitted to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements, or $2.50 per square foot of on-site landscape area.

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8. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from Valpico Road, Glenbriar Drive, or any other public right-of-way. All roof-mounted equipment shall be contained within the roof well or screened from view from the public rights-of-way by the roof of the building, to the satisfaction of the Development Services Director.

9. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

10. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into the public rights-of-way or nearby residential property, to the satisfaction of the Development Services Director.

11. Prior to the issuance of a building permit, vehicle and bicycle parking spaces, including one covered vehicle parking space per unit, shall be provided in accordance with Tracy Municipal Code Chapter 10.08 Article 26 to the satisfaction of the Development Services Director.

12. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

13. Prior to the issuance of a building permit, a lot line adjustment or other instrument shall be approved by the City and recorded to effectively merge the three lots of the Project site into one lot.

14. The "Entry Monument", as shown near the northeast corner of Valpico Road and Glenbriar Drive, is approved with this Development Review Permit. However, prior to the installation of any signs on the Entry Monument or elsewhere, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

15. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least seven feet in height (except the trash enclosure nearest Valpico Road, between Buildings 8 and 9, which shall be eight feet in height), include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material consistent with the adjacent building exterior.

16. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures described in General

EXHIBIT "B"
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Condition of Approval Number B.15, above. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the tenants.

17. Because the project is located within Tracy Municipal Airports' Airport Influence Area, prior to the issuance of a building permit, and thereafter as applicable, the developer shall comply with the following San Joaquin County Council of Government's (COG) 2009 Airport Land Use Compatibility Plan conditions, to the satisfaction of San Joaquin County COG:

    a. New land uses that may cause visual, electronic, or increased bird strike hazards to aircraft in flight shall not be permitted within any airport's influence area. Specific characteristics to be avoided include the following:

        i. Glare or distracting lights which could be mistaken for airport lights. Reflective materials are not permitted to be used in structures or signs (excluding traffic directing signs).

        ii. Sources of dust, steam, or smoke which may impair pilot visibility.

        iii. Sources of electrical interference with aircraft communications or navigation. No transmissions which would interfere with aircraft radio communications or navigational signals are permitted.

    b. Occupied structures must be soundproofed to reduce interior noise to 45dB according to State Guidelines.

18. Prior to the issuance of a building permit, the developer shall document compliance with the City of Tracy Multi-Agency Post-Construction Stormwater Standards Manual (Manual) to the satisfaction of the Utilities Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, loading and unloading areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in the Manual and must be approved by the Utilities Director prior to issuance of grading or building permits.

19. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

20. Prior to issuance of the first building permit, the applicant shall do one of the following, subject to the approval of the Finance Director:

    a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded

against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The applicant shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

b. Direct funding. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

   If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

21. Prior to the issuance of a building permit, the developer shall identify the design of the "Park", "Dog Park", "Outdoor Lounge" and other "usable open space" areas (as defined by Tracy Municipal Code Section 10.08.1640), including landscaping, furniture, recreational equipment, swimming pool, or other improvements. If the entire project is not constructed and occupied at one time, the phasing of usable open space improvements shall be improved consistent with City standards to the satisfaction of the Development Services Director. Recognizing that amenities or other improvements of the usable open space areas may change from time to time, all usable open space area improvements shall be designed, improved, and maintained consistent with City standards to the satisfaction of the Development Services Director.

22. If the developer obtains residential building permits through the Regional Housing Needs Allocation provisions of the City's Growth Management Ordinance (Tracy Municipal Code Section 10.12.065), then prior to the issuance of the first building permit, the developer shall cause to be recorded an affordable housing agreement or similar instrument, in a form satisfactory to the City Attorney. The Agreement shall contain provisions to ensure that rent(s) for all of the units meet the California Department of Housing and Community Development State income limits for Moderate Income levels (120 percent of the Area Median Income or equivalent) and residents meet the income requirements for the Moderate Income affordability category for which building permits

were obtained. The Agreement shall also contain provisions requiring annual monitoring, to be financed, by the developer. The term of the Agreement shall be no less than ten years from building occupancy.

C. ENGINEERING DIVISION CONDITIONS OF APPROVAL

1. Conditions of Approval Prior to Approval of Grading Permit Applications: Developer shall submit all documents required by City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

    a. The Developer has completed all requirements set forth in this section.

    b. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer and Geotechnical Engineer. The Grading and Improvement Plans prepared in accordance with the Subdivision Ordinance and the City Design Documents.

    c. Memorandum issued by the City's storm drainage consultant confirming the invert elevation of the outlet pipe at the Project's permanent storm drainage connection point.

    d. The Grading Plans shall be prepared to specifically include, but not be limited to, the following items:

        i. All existing and proposed utilities.

        ii. Method of disposing storm water in the interim and ultimate conditions, the Project's on-site drainage connections to City's storm drainage system as approved by the City Engineer.

        iii. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level.

        iv. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

        v. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD).

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vi. Payment of applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval

2. Conditions of Approval Prior to Approval of Encroachment Permit Applications: Developer shall submit all documents required by City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

   a. The Developer has completed all requirements set forth in Condition C-1 above, and this section.

   b. The Developer has obtained the approval of all other public agencies with jurisdiction over the required public facilities.

   c. Execution of all agreements, posting of all improvement security, and providing documentation of insurance, as required by these Conditions of Approval.

   d. The improvement plans for all improvements (on-site and off-site) required to serve the development project in accordance with the Subdivision Ordinance, the City Design Documents, and these Conditions of Approval. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

      i. All existing and proposed utilities.

      ii. All supporting calculations, specifications, cost estimate, and reports related to the design of streets and utilities improvements.

      iii. Improvement Plans prepared on 24" x 36" size polyester film (mylar) with the City Engineer and Fire Marshall approval and signature blocks. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

      iv. Joint Trench Plans and Composite Utility Plans for the installation of dry utilities such as electric, gas, TV cable and others that will be located within the 10 feet wide Public Utility Easement or for the conversion of aerial lines to underground facilities.

      v. A construction cost estimate for all required public facilities, prepared in accordance with City Regulations.

   e. Payment of applicable fees required by these Conditions of Approval and City Regulation including plan checking, grading and encroachment permit processing, construction inspection, testing, and agreement processing fees.

   f. Tracy's Fire Marshall's signature on the Improvement Plans indicating their approval of the location and construction detail of the fire service connection and

the location and spacing of fire hydrants that are required to be installed to serve the Project.

g. Signed and notarized Offsite Improvement Agreement (OIA) with the fully executed improvement security for faithful performance, labor and materials, and warranty, for the construction of Valpico Road Frontage Improvements and Glenbriar Drive Improvements.

3. Conditions of Approval Prior to Approval of Building Permit. No building permit within the Project boundaries will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

   a. The Developer has completed all requirements set forth in Condition C-2, above, and this section.

   b. Copy of the improvement plans and structural calculations for all on-site retaining walls, signed and stamped by the Design Engineer and approved by the City's Building Division.

   c. Payment of all applicable and adopted development impact fees required by these Conditions of Approval and City Regulations, that are in effect at the time of issuance of the building permit.

   d. In-lieu payment in the amount of $14,000.00, for the Project's estimated share of cost of the re-striping on Valpico Road as required in the Tiburon Village Traffic Impact Study, Final Report dated February 6, 2004 (Traffic Study). Refer to Table I of the recommended Mitigation Measures in the Traffic Study.

4. Conditions of Approval Prior to Certificate of Occupancy or Final Building Inspection. No certificate of occupancy within the Project boundaries will be approved by the City or final building inspection will be performed until the Developer provides documentation which demonstrates, to the satisfaction of the City Engineer, that:

   a. The Developer has completed all requirements set forth in Condition C-3, above and this section.

   b. The Developer has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested. Unless specifically provided in these Conditions of Approval, or some other City Regulation, the Developer shall take all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

   c. Signed and notarized Deferred Improvement Agreement (DIA) including improvement security(s) in the amounts approved by the City Engineer and form approved by the City Attorney

d. Signed and notarized Grant of Public Access Easement with the legal description and plat map.

e. Signed and notarized easement for maintenance of the private storm drainage, water and sanitary sewer lines crossing on Glenbriar Drive (Private Utility Crossing Agreement).

f. Signed and notarized Grant Deed with the legal description and plat map that describes the land to be dedicated to the City, for the construction of Valpico Road Frontage Improvements.

g. Signed and notarized Grant of Public Access Easement with the legal description and plat map. Signed and notarized Grant of Easement with the legal description and plat map that describes the location of the 10-foot wide PUE on Valpico Road and Glenbriar Drive, for the installation, use, repair, and maintenance of public utilities such as electric, gas, TV cable, telephone and other utilities and for the conversion of the existing aerial utilities into underground facility.

h. Signed and notarized Irrevocable Offer of Dedication with the legal description and plat map that describes the land to be dedicated to the City, for construction of Glenbriar Drive Improvements.

i. Signed and notarized Storm Water Maintenance Agreement (SWMA) with the City for maintenance of the storm water treatment facilities.

j. Documentation evidencing that the Property has been annexed to an existing Landscape Maintenance District (LMD).

5. Undergrounding of Overhead Utilities:

a. Prior to starting work, the Developer shall obtain written permission from the respective owner(s) of private utilities, for the installation of permanent surface improvements and structures over their underground facilities located within the 10-foot wide Public Utility Easement along Valpico Road.

b. All private utility services such as electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities. The Developer shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are necessary to serve the Project.

c. The Developer shall dedicate a 10 feet wide Public Utility Easement along the Property frontages on Valpico Road and Glenbriar Drive, for the installation of private utilities. The Grant of Easement shall be filed for recording with the Office of the San Joaquin County Recorder prior to Final Building Inspection. The Developer is responsible for the cost of preparing the easement document and legal description and plat map.

6. Grading:

   a. A Grading Plan prepared by a Registered Civil Engineer and accompanied by Soils Engineering report shall be submitted to the City with the Grading and Storm Drainage Plans. The report shall provide recommendations regarding adequacy of sites to be developed by the proposed grading and also information relative to the stability of soils such as soil classification, percolation rate, soil bearing capacity and others.

   b. Slope easements shall be dedicated to the City where cuts or fills do not match existing ground or final grade adjacent to public right of way (up to a maximum grade differential of two feet only). The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City prior to the issuance of the Grading Permit.

   c. All grading work (on-site and off-site) shall require a Grading Permit. Erosion control measures shall be implemented in accordance with Grading Plans approved by the City Engineer for all grading work not completed before October 15. Improvement Plans shall specify all erosion control methods to be employed and materials to be used.

   d. Prior to the issuance of the Grading Permit, the Developer shall submit three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. The Developer shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City.

7. Street Improvements:

   a. Glenbriar Drive Improvements
   The extension of Glenbriar Drive from Valpico Road to the Project's northern boundary will include but not limited to, installation of concrete curb, gutter, sidewalk, asphalt concrete pavement, handicap ramp, storm drain, catch basin or drop-inlet, landscaping and street trees with automatic irrigation system, median curb, hand-placed grouted cobblestones, pavement signing and striping, barricade and guardrail, and intersection improvements on Glenbriar Drive/Valpico Road such as traffic signal pole and light, traffic detecting loops,

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traffic loops pull boxes, conduits and wires, audible pedestrian warning, electronic sign, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional street improvements (Glenbriar Drive Improvements).

The Developer shall complete the construction of Glenbriar Drive Improvements prior to the issuance of the Final Building Inspection for the first building to be constructed within the Property. Upon completion of Glenbriar Drive Improvements, Developer shall record Irrevocable Offer of Dedication (IOD) to the City for the right-of-way for the Glenbriar Drive Improvements. City shall not accept Glenbriar Drive improvements and the IOD until Glenbriar Drive is extended north of the Project boundary to connect to properties to the north (by others).

Glenbriar Drive shall remain a private street until the northerly extension is completed. The Developer shall record a Public Access Easement and utility easements as required by the City for access on Glenbriar Drive. The DIA shall address requirements pertaining to Developer's responsibilities prior to acceptance of Glenbriar Drive right-of-way by the City.

b. Valpico Road Improvements

The Developer is also required to construct certain street and utilities improvements on Valpico Road which include but not limited to, concrete bike path, concrete sidewalk, handicap ramp, offsite water main upgrade, concrete curb and gutter, replacement of pavement marking and striping, traffic signs, and the installation of bus shelter and associated improvements such as water service with hose bibb, garbage receptacle, additional concrete paving, removal and replacement of disturbed irrigation and landscaping improvements with automatic irrigation system and other improvements on Valpico Road as determined by the City Engineer (Valpico Road Frontage Improvements). The final location of the bus shelter will be determined at the time of review of improvement plans, and the materials specifications and construction details of the bus shelter will be provided by the City at the time of preparation of the improvement plans.

Completion of Valpico Road Frontage Improvements is required to be completed prior to the final building inspection of the first building to be constructed on the Property. To guarantee completion of these improvements, within the time specified above, the Developer will be required to execute an Offsite Improvement Agreement (OIA) with the City and post improvement security in the amounts approved by the City Engineer and form acceptable to the City Attorney. The OIA requires approval from the City Council.

Upon completion of Valpico Road Frontage Improvements, Developer shall convey to the City the right-of-way for the Valpico Road Frontage Improvements which City shall not accept until after satisfactory completion of those improvements to applicable standards, and satisfactory completion of the final building inspection on the last building to be constructed on the Property.

c. The Developer shall dedicate 60-feet wide right-of-way from the existing right-of-way line of Valpico Road towards the Property along the frontage west of Glenbriar Drive for the construction of Valpico Road Frontage Improvements. The Developer shall execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of roadway dedication including the cost of preparing the legal description and plat map will be the sole responsibility of the Developer.

d. Prior to the approval of the OIA, the Developer is required to submit Improvement Plans, Technical Specifications and Cost Estimates, prepared in a 24" x 36" size polyester film or known as mylar, signed and stamped by the Design Engineer, for City's approval and signature. All engineering calculations for the design of the improvements must be submitted. The Developer will be required to pay Engineering Review Fees which include plan checking, agreement and permit processing, testing, engineering inspection, and program management fees prior to the approval of the OIA.

e. All work to be performed and improvements to be constructed within City's right-of-way will require an Encroachment Permit from the City, prior to starting the work. The Developer or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan that is prepared by and signed and stamped by a Civil Engineer or Traffic Engineer registered to practice in the State of California, payment of Engineering Review Fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance with the insurance coverage specified in the OIA and naming the City of Tracy as additional insured or as a certificate holder.

f. The Developer shall grant a Public Access Easement (PAE), for the benefit of the public for rights to access Glenbriar Drive until such time that the City accepts Glenbriar Drive as a public street. The Grant of Public Access Easement must be filed at the Office of the San Joaquin County Recorder, prior to City's acceptance of Glenbriar Drive Improvements. The Developer is responsible for all costs associated in dedicating the necessary public access easement to the City including the cost of preliminary title report, and preparing the easement document, legal description and plat map.

g. The design and construction of Glenbriar Drive Improvements and Valpico Road Frontage Improvements shall meet City Regulations and all applicable requirements and recommendations specified in the final traffic report dated August 14, 2012 and titled "Traffic Impact Study for the Proposed 189 units Valpico Apartments and 60 units MacDonald Apartments" prepared by TJKM Transportation Consultants. The final traffic report is on file with the Office of the City Engineer.

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8. Storm Drainage:

   a. The on-site storm drainage system and site grading shall be designed such that the Project storm drainage overland release point will be directly to a public street with existing storm drainage system in accordance with City standards. The City may allow overland storm drainage release to private property(s), only if, the Developer enter into an agreement with the fee owners of the affected property(s) and indemnify the City for any liability, damages and costs that may arise as a result of utilizing their property as the Project's storm drainage release point. The irrevocable agreement must be signed by fee owner(s) of all affected property(s) and will be reviewed by the City Engineer and will be recorded to the Property and to all affected properties. The Developer shall provide a copy of the fully executed agreement to the City, prior to the issuance of the Grading Permit. Cost of obtaining permission and/or easement(s) and the agreement from the fee owner(s) of the affected property(s) will be the sole responsibility of the Developer.

      The Deferred Improvement Agreement will require approval from the City Council and will be recorded against the Property. The Developer shall pay all costs associated with the preparation, processing and approval of the agreement, including the cost of preparing the legal description and map, and recording the agreement.

   b. The Developer has proposed to use a trench infiltration system as an interim solution for disposing storm water generated from the Project site. The City will allow this method of disposing storm water, if the Developer executes a Deferred Improvement Agreement, to guarantee performance of the Developer's responsibilities and obligations and conditions described below including paying all costs associated in complying with all the requirements described under this section: a) that the Developer will be responsible for repairing, rectifying, and maintaining the trench infiltration system to acceptable standards and to the satisfaction of the City; b) the Developer will provide guarantee acceptable to the City Engineer for performing the responsibilities and obligations c) the Developer will also install the Project's permanent storm drainage connection as the final method of disposing storm water; and d) the Developer will provide other means of disposing storm water such as a temporary storm drainage retention basin within the time specified by the City, if the trench infiltration system fails to function to the level or condition acceptable to the City, or fails to drain storm water as designed or intended to do as determined by the City Engineer, or if determined by the City that a temporary storm drainage retention basin is necessary to be constructed due to public health and safety reasons.

      Draining the storm water to the City's storm drainage system is the required final solution of disposing storm water from the Project site. The Developer shall design and install all the necessary improvements for the final solution of disposing storm water. The Developer is responsible for installing the Project's permanent storm drainage connection from the Project site to the City's future public storm drain line at the location and grade approved by the City Engineer.

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The future public storm drain line starts from a new storm drain manhole near the northerly property boundary of the Project to the City's proposed storm drainage detention basin described as Detention Basin #2B (DB#2B).

It is the Developer's responsibility to repair, rectify, and maintain the trench filtration system or the temporary storm drainage retention basin, if constructed, to the satisfaction of the City. The Developer shall submit engineering calculations for the design and sizing of the trench filtration system or the temporary storm drainage retention basin, including a percolation report prepared, signed and stamped by a registered Geo-technical Engineer, and a copy of the written permission from property owner(s), if off-site retention basin is utilized, as part of the Grading and Drainage Plans.

The use of trench infiltration system shall not reduce the amount of storm drainage development impact fees due from the Project nor will entitle the Developer storm drainage development impact fee credits or reimbursement(s).

c. In the event an off-site retention basin is required, the Developer shall obtain written permission or agreement and/or easements from fee owner(s) of all affected property(s), for the use of their property(s) as a temporary storm drainage retention basin. The Developer shall indemnify and hold harmless the City for any liability, damages and costs that may arise as a result of the use their property(s) for a storm drainage retention basin. The easement agreement must be signed by fee owner(s) of the property(s) and will be reviewed by the City Engineer and will be recorded to the Property and to all affected properties. The Developer shall provide a copy of the fully executed agreement to the City, prior to starting the grading work on the involved property. Cost of obtaining permission and/or easement(s) and the agreement from the fee owner(s) of the affected property(s) will be the sole responsibility of the Developer.

d. As part of a complete submittal of the Grading and Drainage Plans, the Developer obtain a technical memorandum from the City's consultant, stating that the pipe invert elevation of the Project's permanent storm drainage connection is consistent with the design of the Zone 1 Storm Drain Line Improvements. The cost of the technical memorandum and coordination with the City's storm drain consultant shall be paid by the Developer.

e. The project site will need to include storm water quality treatment provisions that conform to the ***Multi-Agency Post-Construction Stormwater Standards Manual***. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans, and approved by City's Water Resources Coordinator prior to issuance of the Grading Permit for the Project. The Trench Filtration system shall function as stormwater treatment facility for the Project after the permanent connection to City's Detention Basin DB#2 is completed, and the interim on-site storm drainage facilities are no longer required. The Developer shall execute Storm Water Maintenance Agreement with the City for maintenance of the storm water treatment facilities.

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Conditions of Approval
Application Number D19-0018
August 14, 2019

9. Sanitary Sewer:

   a. A sanitary sewer lift-station will be used to convey domestic sewage from the Property to the City's existing sewer main on Valpico Road. The sewer lift–station including the sewer force main and the sewer pipeline up to the new sewer manhole on Glenbriar Drive / Valpico Road are private improvements and they will be owned, operated and maintained by the Developer. These private improvements are required to be installed and made functional, prior to the final inspection of the first building to be constructed on the Property. The City has no responsibility of repairing and maintaining these improvements. The Developer will be required to provide documentation in the form acceptable to the City's Chief Building Official as a guarantee that the sewer lift-station will be repaired and maintained by the Developer.

   b. The Developer will be required to design and construct the sewer, water and storm drainage lines crossing on Glenbriar Drive at the location and grade shown on the improvement plans. The City will grant a permanent easement to grant access rights to the Developer, to enter City's right-of-way on Glenbriar Drive, for the repair and maintenance of the sewer line crossing. The Developer will be required to execute a maintenance agreement with the City, to guarantee the responsibilities and obligations of the Developer regarding the use, operation, repair, and maintenance of the private utility crossings on Glenbriar Drive. The Developer shall pay all costs associated with the processing of the grant of easement and maintenance agreement including the cost of preparing the legal description and map. The maintenance agreement will be filed for recording with the Office of the San Joaquin County Recorder, prior to City's acceptance of public improvements on Glenbriar Drive.

   c. The Developer shall pay for an update of the sewer analysis dated July 2012 titled "Wastewater System Fee for Valpico Apartments and Peter MacDonald Apartments" prepared by CH2MHill ("Wastewater Analysis") to update recommendations in the report for the current Project. The Developer shall comply with all the recommendations with regards to design, and construction of wastewater conveyance as identified in the update to the Wastewater Analysis.

10. Water System:

   a. The Developer shall pay for an update of the water analysis report dated July 16, 2012 titled "Hydraulic Evaluation of Valpico and MacDonald Apartments". Prepared by West Yost Associates ("Water Analysis"). The Developer shall comply with all the recommendations with regards to design, and construction of water improvements as identified in the update to the Water Analysis.
   b. The Developer is required to install the pipe upgrade of approximately 50 feet of existing 8-inch diameter water main located at the intersection of Valpico Road / Glenbriar Drive to a 12-inch diameter Ductile Iron Pipe (DIP) water main at the location and grades approved by the City Engineer, all at the Developer's sole cost and expense.

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The Developer shall submit improvement plans that include the design, location, and grade of the offsite water main upgrade including all existing improvements that will be affected or restored and replaced as a result of installing the offsite water main upgrade. The Developer shall obtain an Encroachment Permit, prior to starting the work. The offsite water main upgrade shall be completed by the Developer, prior to final inspection of the first building to be constructed on the Property.

c. All costs associated with the installation of the offsite water main upgrade including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the new water main, and other improvements shall be paid by the Developer. When street cuts are made, the Developer is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes.

   If water main shut down is necessary, the City will allow a maximum of 4 hours water supply shutdown. The Developer shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Developer shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic during the installation of the offsite water main upgrade. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

d. The Developer shall design and install domestic and irrigation water service connection, including a remote-read master water meter (the water meter to be located within City's right-of-way) and an R/P Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection must be completed before the final inspection of the building. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The City's responsibility to maintain water lines shall be from the water main on the street to the master water meter (inclusive) only. Maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

e. The Developer shall design and install fire hydrants at locations approved by the Building Division and Fire Department. Location and construction details of the fire service line shall be approved by the Building Division and Fire Department. Prior to the approval of the Improvement Plans, the Developer shall obtain written approval from the Building Division and Fire Department for the design, location and construction details of the fire service connection to the Project, and

for the location and spacing of fire hydrants that are to be installed to serve the Project.

11. Special Conditions:

a. All improvements shall be in accordance with all City Regulations, Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, Tracy Design Standards and Specifications, and Parks and Parkways Design Manual, or as otherwise specifically approved by the City.

b. All improvement plans shall contain a note stating that the Subdivider (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Subdivider's sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

c. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the water well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

d. The Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

e. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This condition of approval does not preclude the City from requesting additional revisions and requirements to the final parcel map and improvement plans, prior to the City Engineer's signature and approval of the proposed final parcel map and improvement plans, if the City deems it necessary. The Developer shall bear the all cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

EXHIBIT B-2
(D22-0005 and D22-0013)

Exhibit 4

City of Tracy
Conditions of Approval
City Council – December 6, 2022
Valpico Glenbriar Apartments Parking Lot Expansion and Fence/Gates Project
Application Numbers D22-0013 and D22-0005

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Valpico Glenbriar Apartments Parking Lot Expansion and Perimeter Fence/Gate Project, Development Review Permit Application Numbers and D22-0013 and D22-0005.

The Property: The fence and gates will be built around the entire 11.63-acre Valpico Glenbriar Apartment site, 351 E. Valpico Road (Assessor's Parcel Number 246-140-23) that does not previously have a wood fence; and the parking lot expansion occurs on approximately 13,440 square feet of the current, vacant back yard of the single-family home at 2625 S. MacArthur Drive (Assessor's Parcel Number 246-140-08).

A.2. Definitions.

a. "Applicant" means any person, or other legal entity, applying for a Development Review Permit.

b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project located at the Property. The Conditions of Approval shall specifically include all conditions set forth herein.

f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

g. "Police Chief" means the Chief of Police of the City of Tracy, or any other person designated by the City Manager or the Police Chief to perform duties set forth herein.

A.3. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.4. Compliance with laws. The Developer shall comply with all federal, state and local laws, as amended from time to time, related to the development of real property within the Project, including, but not limited to:
- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").

A.5. Compliance with applicable regulations. Unless specifically modified by these Conditions of Approval, the use shall comply with all City Regulations.

A.6. Prior to construction, the applicant shall submit construction documents which meet the requirements of the California Building and Fire Codes and the Tracy Municipal Code to the City of Tracy and the South San Joaquin County Fire Authority for review, approval and inspections.

B. **Project Conditions of Approval**

B.1. Prior to final inspection or occupancy, the project shall be established in substantial compliance with the plans (Sheets L1 thru L4 by Ripley Design Group and Sheet 1 of "Valpico Apartments Expanded Parking Area" plans by MacKay and Somps) received by the Development Services Department on September 13, 2022 to the satisfaction of the Development Services Director, including but not limited to the location of the fence and gates, five-foot height along the Valpico Road frontage, six-foot height elsewhere, and decorative metal design.

B.2. Prior to final inspection or occupancy, the expanded parking area shall be designed and constructed in compliance with City Regulations for landscape requirements for parking areas (Tracy Municipal Code Section 10.08.3560) and City Standard Plan 141.

B.3. Prior to installation of the gates or issuance of a building permit, applicant shall submit construction documents, plans, specifications and/or calculations to the Building Safety Division, which meet all requirements of Title 24 California Code of Regulations and City of Tracy Municipal Codes, as applicable. The plans shall include, and not be limited to, an egress analysis of all of the doors in case of an emergency to ensure that the proper amount of exit width is provided, in accordance with California Building Code Chapter 10. Note that additional doors or gates may be required.

B.4. Prior to final inspection or occupancy, plans shall be submitted and all improvements shall be constructed in accordance with City and South San Joaquin County Fire

Authority standards, demonstrating that all vehicle access gates meet the current California Fire Code 503.2.1 regarding unobstructed access width of not less than 20 feet to the satisfaction of the Fire Marshal.

B.5. Prior to final inspection or occupancy, plans shall be submitted and all improvements shall be constructed in accordance with City and South San Joaquin County Fire Authority standards regarding emergency vehicle access, demonstrating compliance with California Fire Code Section 503.6 and the Tracy Municipal Code to the satisfaction of the Fire Marshal; and providing Police Department access to the satisfaction of the Police Chief.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable sections of approved documents and/or recommendations of the technical analyses/reports prepared for the Project listed as follows:

1) Storm Water Drainage Technical Memorandum by Wood Rodgers dated July 20, 2022

C.2. RESERVED
C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer. Prior to release of a Grading Permit, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all requirements set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the Project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a

copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading and Drainage Plans shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code (TMC) Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.

C.4.6 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick polyester film (mylar). These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by the Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Improvement Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid

by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.

C.4.10 Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless a California licensed geotechnical engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14 If the Project contains overhead utilities, the Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans.

C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.5.1 Developer has completed all requirements set forth in Condition C.1, through C.4, above.

C.5.2 Developer pays the applicable development impact fees as required in the TMC, these Conditions of Approval, and City Regulations.

C.5.2.a. Water. The Developer shall pay the water impact fees prior to pulling the first building permit for the Project.

C.5.2.b. Wastewater. The Developer shall pay the wastewater treatment capacity development Impact fees prior to pulling the first building permit for the Project.

C.5.3 Developer has completed all requirements set forth in Condition C.8

C.5.4 Prior to the release of any Building Permit, all construction activity will require a fully executed and recorded Deferred Improvement Agreement.

C.6 Acceptance of Glenbriar Drive Right-of-Way

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

C.6.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.6.2 Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.6.3 Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.6.4 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City, at its sole discretion, temporarily release the original mylars of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As-Built" configuration of all improvements.

C.6.5 Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to this Project and Developer's enclosure of the Glenbriar Drive right-of-way. Repairs shall be depicted on City approved improvement plans referenced in C.7 below.

C.6.6 Developer has completed the ninety (90) day public landscaping maintenance period.

C.6.7 Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet.

C.6.8 Survey Monuments – Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.7. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer. Prior to the consideration of City Council's approval of said improvement agreement, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.7.1 Improvement Plans for the Restoration of the Glenbriar Drive Right-of-Way shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.7.2 All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.7.3 All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.7.4 A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.7.5(a) Storm Water - The Project's on-site storm water drainage connection to the City's storm water system shall be approved by the City Engineer. Drainage calculations for the sizing of the on-site storm drainage system. Improvement Plans to be submitted with the hydrology and storm water.

C.7.5(b) Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public street with a functional storm drainage system and the

existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

C.7.5(c) As recommended in the Storm Water Drainage Memorandum, the minimum finished floor elevation shall be a minimum of 40.49 feet

C.7.5(d) The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading and Drainage Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments.

C.7.5(e) The storm water treatment system shall be located on private property and shall be at least off-set from the right-of-way by one (1) foot.

C.7.6(a) Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection.

C.7.6(b) Developer is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plans. The City's responsibility to maintain on the sewer lateral is from the wye/onsite sewer manhole at the right-of-way line/property line/wye fitting to the point of connection with the sewer main.

C.7.7(a) Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

C.7.7(b) Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business

owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

C.7.7(c) The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be approved by the City Engineer.

C.7.7(d) After final inspection of the improvements constructed via an encroachment permit, repair and maintenance of the water service from the water meter to the point of connection with the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).

C.7.7(e) Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer or the individual lot owner(s).

C.7.7(f) All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

C.7.8(a) Streets – The Developer shall construct frontage improvements. Frontage improvements include but are not limited to the following: curb, gutter, sidewalk, street widening, landscaping, street lighting, undergrounding of overhead utilities and other improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Standards including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City.

C.7.8(b) Valpico Road
The Tracy Transportation Master Plan (TMP) classifies Valpico Road as a four-lane divided arterial which would require a minimum of ninety-seven (97) feet of right of way at ultimate buildout. Prior to the release of the grading permit, the Developer shall dedicate right of way along the Project frontage, excluding the Public Utility Easement (P.U.E.). In addition, the

Developer shall record a ten (10) foot wide P.U.E. immediately behind the new property line.

C.7.8(c) Developer shall install green bike lane striping on Valpico Road along the project frontage.

C.7.8(d) Developer shall install audible pedestrian crossing at the existing traffic signal at Glenbriar Drive and Valpico Road.

C.7.8(e) Developer shall install a barricade at the westerly edge of the proposed sidewalk.

C.7.8(f) Along the Project frontage, if applicable, Developer shall landscape and irrigate the existing parkways per current adopted City landscape standards. Landscape and irrigation plans shall be prepared on a 24-inch x 36-inch size 4-millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect. Developer can either protect-in-place the existing sidewalk and repair any cracked, settled, and/or damaged sidewalk or remove and replace the sidewalk so long as the replacement sidewalk is similar to the current sidewalk, i.e. similar width, meanders, etc.

C.7.8(g) Overhead Utilities along Project frontage shall be placed underground.

C.7.8(h) Street cuts and trenching related to utility installation on Valpico Road shall be subject to Condition C.8.1

C.7.8(i) Glenbriar Drive
Prior to the release of the grading permit, Developer shall enter into a Deferred Improvement Agreement (DIA) to be recorded against the parcels included in the Project. Said DIA will insure the future public right-of-way associated with Glenbriar Drive is repaired and restored when Glenbriar Drive is open to the public. Developer shall prepare improvements if deemed necessary by the City.

C.7.8(j) Easterly Vehicle Gate
Prior to the release of the grading permit, Developer shall install directional striping to assist in turn movements.

C.7.9 Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the twenty-four (24) feet wide to forty-six (46) feet wide [the width varies) PUE to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or

proposed utility easement to the building(s). If necessary, the Developer shall dedicate ten (10) feet wide PUE for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s) in the future.

C.7.10 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans. The cost estimate shall show the cost of designing the public improvements.

Payment of applicable fees required by these Conditions of Approval and City Regulations, including but not limited to, plan checking, grading and encroachment permits and agreement processing, construction inspection, and testing fees. The engineering review fees will be calculated based on the fee rate adopted by the City Council on September 2, 2014, per Resolution 2014-141 and on May 16, 2017, per Resolution 2017-098. Developer shall submit payment in the form of a check for the aforementioned fees.

C.7.11 Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

C.7.12 Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.7.13 No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

C.7.14 If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other

paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.7.15 Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

C.7.16 Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.8 Special Conditions

C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3 Prior to the release of the Building Permit, if water is required for the Project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

EXHIBIT C
(Private Utility Crossing Agreement)

RECORDING REQUESTED BY:
City of Tracy

WHEN RECORDED MAIL TO:

Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 246-140-24 SPACE ABOVE THIS LINE FOR RECORDER'S USE

PRIVATE UTILITY CROSSING EASEMENT AGREEMENT
(STORM WATER LINES AND SANITARY SEWER LINES)

THIS PRIVATE UTILITY CROSSING EASEMENT AGREEMENT (STORM WATER LINES AND SANITARY SEWER LINES) ("**Agreement**") is made by and between the CITY OF TRACY, a municipal corporation ("**Grantor**"), and VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company common ("**Grantee**"), with reference to the following facts:

RECITALS

A. On October 1, 2019, the Tracy City Council approved, by Resolution No. 2019-195, a 264-unit residential apartment project known as the Vela Apartment Project (and previously referred to as the Valpico Glenbriar Apartments) ("**Project**") described in Development Review Application Number D19-0018 ("**Development Review Application**"). The Project consists of approximately 11.94 acres of real property owned by Grantee, known as Assessor's Parcel No. 246-140-24 and described as Parcel 24 as shown upon that assessor's map filed for record with the San Joaquin County Recorder's Office ("**Recorder's Office**") in Book 246 of Assessor's Maps, Page 14, as more particularly described in **Exhibit "A-1"** attached hereto ("**Property**").

B. Grantee acquired title to the Property via (i) that certain Grant Deed executed by Valpico Glenbriar Apartments, LLC, a Delaware limited liability company, dated as of December 29, 2020 and recorded on December 30, 2020 as Instrument Number 2020-185205 of the official records of the Recorder's Office ("**Official Records**"), and (ii) that certain Grant Deed executed by Gwendolyn S. White, a widow, dated as of December 20, 2022 and recorded on January 26, 2023 as Instrument Number 2023-006238 of the Official Records.

C. In connection with the development of the Property and the approval of the Development Review Application, Grantor has required that Grantee satisfy certain Conditions of Approval dated August 14, 2019 ("**Conditions of Approval**"), which Conditions of Approval are attached hereto as **Exhibit "D"**.

D. The Property previously included and Grantee previously held fee title in that certain street referred to as Glenbriar Drive ("**Glenbriar Drive**"), which is more particularly described and depicted on **Exhibit "A-2"** attached hereto; however, in accordance with the Conditions of Approval, upon Grantor having connected Glenbriar Drive to that certain public street located to the north of Glenbriar Drive and known as Derone Lane, Grantee dedicated Glenbriar Drive for public right of way purposes, including without limitation,

roadway and utility purposes, over, under, along and across the property, pursuant to that certain Irrevocable Offer of Dedication of Fee Interest executed by Grantee in favor of Grantor and recorded as Instrument No. _____ in the Official Records. In addition, pursuant to that Irrevocable Offer of Dedication of Fee Interest, the Grantee will provide a form of perpetual funding as described in Section 20 of the Conditions of Approval, which are attached hereto as **Exhibit "D"**, and the City shall automatically become fully responsible for maintaining Glenbriar Drive utilizing the approved perpetual funding source for maintenance.

E. As more particularly set forth in **Exhibit "D"** attached hereto, upon this dedication of Glenbriar Drive as a public street, the Conditions of Approval included, among other requirements, the requirement that Grantor grant Grantee a permanent easement to grant access rights to Grantee for the repair and maintenance of (i) certain private storm drainage lines owned by Grantee and crossing Glenbriar Drive ("**Storm Water Crossing**"), (ii) certain private water lines owned by Grantee crossing Glenbriar Drive ("**Water Line Crossing**"), and (iii) certain private sanitary sewer lines, including, without limitation, a private eight inch (8") gravity main, owned by Grantee and crossing Glenbriar Drive ("**Sewer Crossing**").

F. The Project's approved improvement plan set ENG19-0032 removed the Water Line Crossing and instead called for one (1) water meter to be constructed on each side of Glenbriar Drive because it would effectively remove the need for private water line easement along Glenbriar; therefore, such easement for the Water Line Crossing is no longer needed nor applicable and such Condition of Approval is no longer applicable. The approved improvement plan set ENG19-0032 is on file with the City Engineer.

G. Pursuant to the terms of this Agreement, Grantor hereby grants to Grantee non-exclusive, perpetual easements for ingress and egress over and across Glenbriar Drive for the purposes of repairing and maintaining the Storm Water Crossing and the Sewer Crossing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easements**. In connection with Grantee's obligation to maintain the Storm Water Crossing and Sewer Crossing, Grantor hereby grants to Grantee the following easements:

1.1 a non-exclusive, perpetual easement for ingress and egress ("**Storm Water Crossing Easement**") over that certain portion of Glenbriar Drive described and depicted on **Exhibit "B"** attached hereto ("**Storm Water Crossing Easement Area**") for the purpose of maintaining and repairing, as necessary, the Storm Water Crossing. Grantor shall be responsible for maintaining the Storm Water Crossing Easement Area; provided, however, Grantee shall promptly repair any damage to the Storm Water Crossing Easement Area to the extent caused by Grantee. Grantor shall keep the Storm Water Crossing Easement Area clear from any structures or obstacles that will make the area inaccessible. Except for the foregoing, Grantor shall continue to have the right to use the Storm Water Crossing Easement Area in any manner desired by Grantor so long as any such use does not unreasonably interfere with the rights granted to Grantee hereunder; and

1.2 a non-exclusive, perpetual easement for ingress and egress ("**Sewer Crossing Easement**", and together with the Storm Water Crossing Easement, collectively, "**Easement**") over that certain portion of Glenbriar Drive described on **Exhibit "C-1"** attached hereto and depicted on **Exhibit "C-2"** attached hereto ("**Sewer Crossing Easement Area**") for the purpose of maintaining and repairing, as necessary, the Sewer Crossing. Grantor shall be responsible for maintaining the Sewer Crossing Easement Area; provided, however, Grantee shall promptly repair any damage to the Sewer Crossing Easement Area to the extent caused by

Grantee. Grantor shall keep the Sewer Crossing Easement Area clear from any structures or obstacles that will make the area inaccessible. Except for the foregoing, Grantor shall continue to have the right to use the Sewer Crossing Easement Area in any manner desired by Grantor so long as any such use does not unreasonably interfere with the rights granted to Grantee hereunder.

2. **Encroachment Permit**. Notwithstanding anything to the contrary contained herein, in the event the Storm Water Crossing and/or Sewer Crossing require maintenance, Grantee shall submit to Grantor an application for an encroachment permit, which Grantor hereby agrees to promptly approve and issue to Grantee.

3. **Miscellaneous**.

3.1 Notices. All notices or other communications between Grantee and Grantor required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and prepaid, or sent by reputable overnight courier (such as Federal Express, UPS or DHL) or sent by email to the following addresses:

If to Grantor:

The City of Tracy
_____
_____
Attention: _____
Email: _____

If to Grantee:

Valpico Tracy Apartments, LLC
5780 Fleet Street, Suite 225
Carlsbad, California 92008
Attention: Adam Knowlton and Alex Glick
Email: AKnowlton@guardian-capital.com and AGlick@guardian-capital.com

Either party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

3.1 Covenants Running with the Land. The maintenance obligations and Easement rights granted herein shall run with the land. However, the provisions of this Agreement shall not be deemed to constitute a dedication for public use, nor to create any rights in the general public or any third party. It is the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns.

3.2 Further Assurances. Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Agreement.

3.3 Successor and Assigns. The benefits and obligations granted and imposed in this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

3.4 Governing Law; Severability; No Waiver; Amendment. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing.

3.5 Effectiveness. This Agreement, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records.

3.6 Counterparts. This Agreement may be executed in multiple counterparts, which when taken together, shall constitute one original document.

3.7 Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding or arising out of this Agreement, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The term "prevailing party" as used herein includes, without limitation, a party: (a) who obtains substantially the relief it has sought, or (b) against whom an action is dismissed (with or without prejudice).

[SIGNATURES ON FOLLOWING PAGE]

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

GRANTEE:

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA D. SHOOP
Notary Public - California
San Diego County
Commission # 2379245
My Comm. Expires Oct 20, 2025

Signature _____

(This area for official notarial seal)

GRANTOR:

CITY OF TRACY,
a California municipal corporation

By: _____
Midori Lichtwardt, City Manager

Attest: _____
Name: _____
Title: _____

Approved as to Form:

_____
Bijal M. Patel, City Attorney

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 _____ }
}ss.
COUNTY OF _____ }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT "A-1"

PROPERTY DESCRIPTION

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

EXHIBIT "A-2"
DESCRIPTION AND DEPICTION OF GLENBRIAR DRIVE
GLENBRIAR DRIVE

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO TRACY APARTMENTS, LLC AS DESCRIBED IN DOCUMENT NO. 2023-004201, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°41'15" EAST, 218.80 FEET, TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 0°15'36" WEST, 71.46 FEET;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 469.00 FEET, THROUGH A CENTRAL ANGLE OF 23°18'00, AND AN ARC LENGTH OF 190.73 FEET;
3. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF A 206.00 FEET, THROUGH A CENTRAL ANGLE OF 18°25'45", AND AN ARC LENGTH OF 66.26 FEET;
4. SOUTH 4°36'40" EAST, 115.03 FEET;
5. THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 28°33'22", AND AN ARC LENGTH OF 4.98 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°36'40" WEST, 91.46 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS NORTH 58°13'20" WEST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 36°23'20", AND AN ARC LENGTH OF 12.70 FEET;
2. NORTH 4°36'40" WEST, 189.23 FEET;
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 9°46'37", AND AN ARC LENGTH OF 34.13 FEET;
4. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, THROUGH A CENTRAL ANGLE OF 14°38'53", AND AN ARC LENGTH OF 135.75 FEET;
5. THENCE NORTH 0°15'36" EAST, 71.52 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 0.73 ACRES MORE OR LESS.

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END OF DESCRIPTION

PREPARED BY:

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



6/21/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

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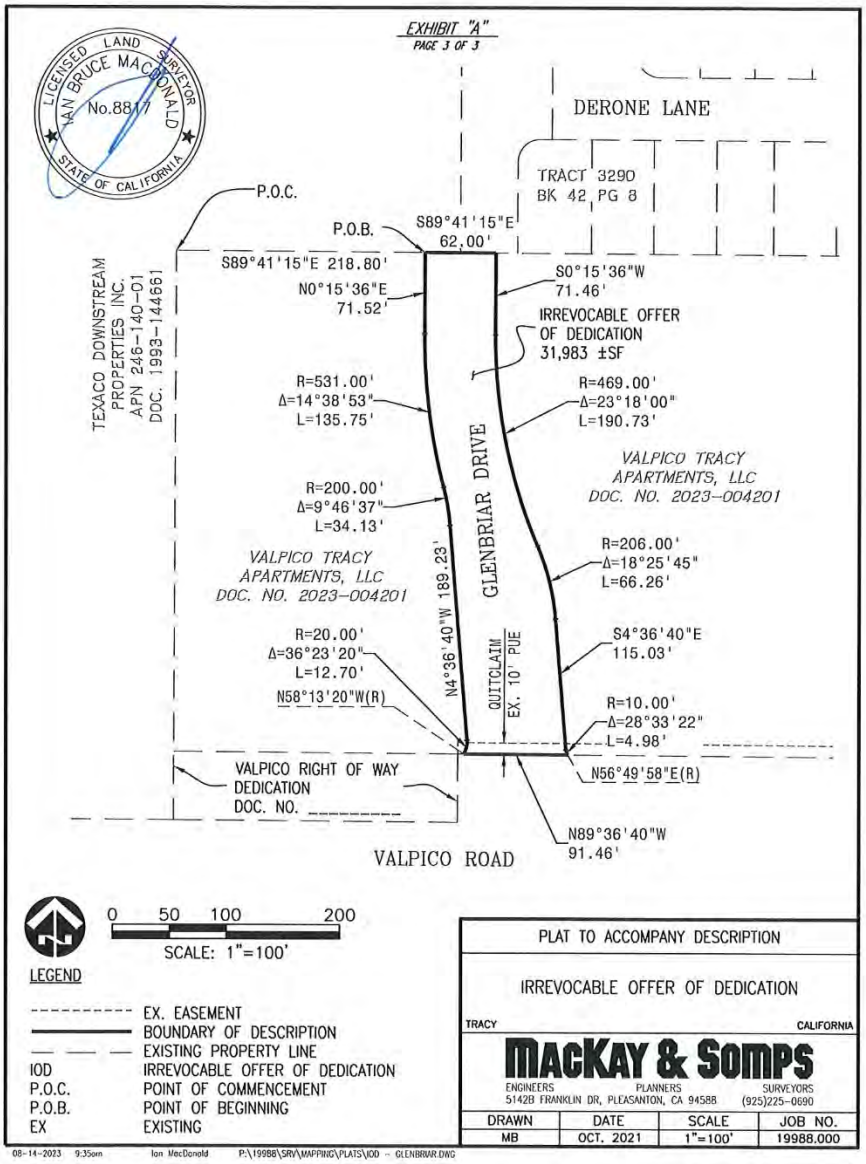

EXHIBIT "A"
PAGE 3 OF 3
LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA
DERONE LANE
TRACT 3290
BK 42 PG 8
P.O.C.
P.O.B.
S89°41'15"E
62.00'
S89°41'15"E 218.80'
N0°15'36"E
71.52'
S0°15'36"W
71.46'
IRREVOCABLE OFFER
OF DEDICATION
31,983 ±SF
TEXACO DOWNSTREAM
PROPERTIES INC.
APN 246-140-01
DOC. 1993-144661
R=531.00'
Δ=14°38'53"
L=135.75'
R=469.00'
Δ=23°18'00"
L=190.73'
GLENBRIAR DRIVE
VALPICO TRACY
APARTMENTS, LLC
DOC. NO. 2023-004201
R=200.00'
Δ=9°46'37"
L=34.13'
R=206.00'
Δ=18°25'45"
L=66.26'
VALPICO TRACY
APARTMENTS, LLC
DOC. NO. 2023-004201
N4°36'40"W 189.23'
QUITCLAIM
EX. 10' PUE
R=20.00'
Δ=36°23'20"
L=12.70'
S4°36'40"E
115.03'
N58°13'20"W(R)
R=10.00'
Δ=28°33'22"
L=4.98'
N56°49'58"E(R)
VALPICO RIGHT OF WAY
DEDICATION
DOC. NO. _____
N89°36'40"W
91.46'
VALPICO ROAD
0 50 100 200
SCALE: 1"=100'
LEGEND
EX. EASEMENT
BOUNDARY OF DESCRIPTION
EXISTING PROPERTY LINE
IOD IRREVOCABLE OFFER OF DEDICATION
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
EX EXISTING
PLAT TO ACCOMPANY DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
TRACY CALIFORNIA
MacKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690
DRAWN MB
DATE OCT. 2021
SCALE 1"=100'
JOB NO. 19988.000
08-14-2023 9:35am Ian MacDonald P:\19988\SRV\MAPPING\PLATS\IOD - GLENBRIAR.DWG

EXHIBIT "B"
DESCRIPTION AND DEPICTION OF STORM WATER CROSSING EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLENBRIAR APARTMENTS DESRCIBED IN DOCUMENT NO. 2020-024778 SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS, SOUTH 89°41'15" EAST, 218.80 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 1.02 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 84°00'22" EAST, 61.29 FEET;
2. SOUTH 00°15'36" WEST, 23.25 FEET;
3. NORTH 89°20'30" WEST, 62.00 FEET;
4. THENCE NORTH 00°15'36" EAST, 28.95 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1,621 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/25/24
DATE

MacKay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

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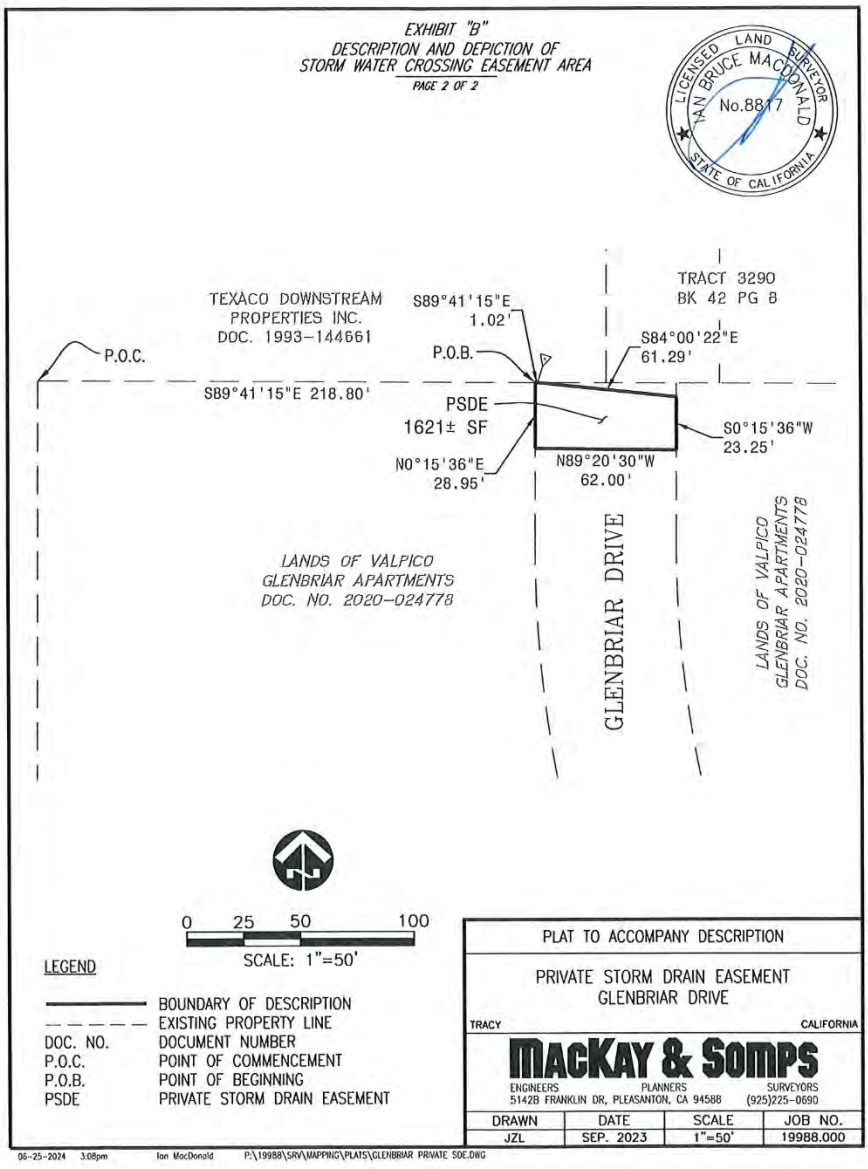

EXHIBIT "B"
DESCRIPTION AND DEPICTION OF
STORM WATER CROSSING EASEMENT AREA
PAGE 2 OF 2
LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA
TEXACO DOWNSTREAM
PROPERTIES INC.
DOC. 1993-144661
TRACT 3290
BK 42 PG 8
S89°41'15"E
1.02'
S84°00'22"E
61.29'
P.O.C.
P.O.B.
S89°41'15"E 218.80'
PSDE
1621± SF
S0°15'36"W
23.25'
N0°15'36"E
28.95'
N89°20'30"W
62.00'
LANDS OF VALPICO
GLENBRIAR APARTMENTS
DOC. NO. 2020-024778
GLENBRIAR DRIVE
LANDS OF VALPICO
GLENBRIAR APARTMENTS
DOC. NO. 2020-024778
0 25 50 100
SCALE: 1"=50'
LEGEND
BOUNDARY OF DESCRIPTION
EXISTING PROPERTY LINE
DOC. NO. DOCUMENT NUMBER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
PSDE PRIVATE STORM DRAIN EASEMENT
PLAT TO ACCOMPANY DESCRIPTION
PRIVATE STORM DRAIN EASEMENT
GLENBRIAR DRIVE
TRACY CALIFORNIA
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690
DRAWN DATE SCALE JOB NO.
JZL SEP. 2023 1"=50' 19988.000
06-25-2024 3:08pm Ian MacDonald P:\19988\SRV\MAPPING\PLATS\GLENBRIAR PRIVATE SDE.DWG

EXHIBIT "C-1"
DESCRIPTION OF SEWER CROSSING EASEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO GLENBRIAR APARTMENTS AS DESCRIBED IN DOCUMENT NO. 2020-024778, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND FIFTEEN (15) FEET WIDE, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 SOUTH 89°41'15" EAST, 218.80 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID PARCEL 1 THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 0°15'36" WEST, 71.52 FEET;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 531.00 FEET, THROUGH A CENTRAL ANGLE OF 14°38'53", AND AN ARC LENGTH OF 135.75 FEET;
3. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 9°46'37", AND AN ARC LENGTH OF 34.13 FEET;
4. THENCE SOUTH 4°36'40", 56.64 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 68°38'43 EAST, 81.67 FEET.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE WESTERLY RIGHT OF WAY LINE OF GLENBRIAR DRIVE ON THE WESTERLY END, AND AT THE EASTERLY RIGHT OF WAY LINE OF GLENBRIAR DRIVE ON THE EASTERLY END.

END OF DESCRIPTION

PREPARED BY:

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

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/25/24
DATE

MacKay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA, 94588-3355
(925) 225-0690

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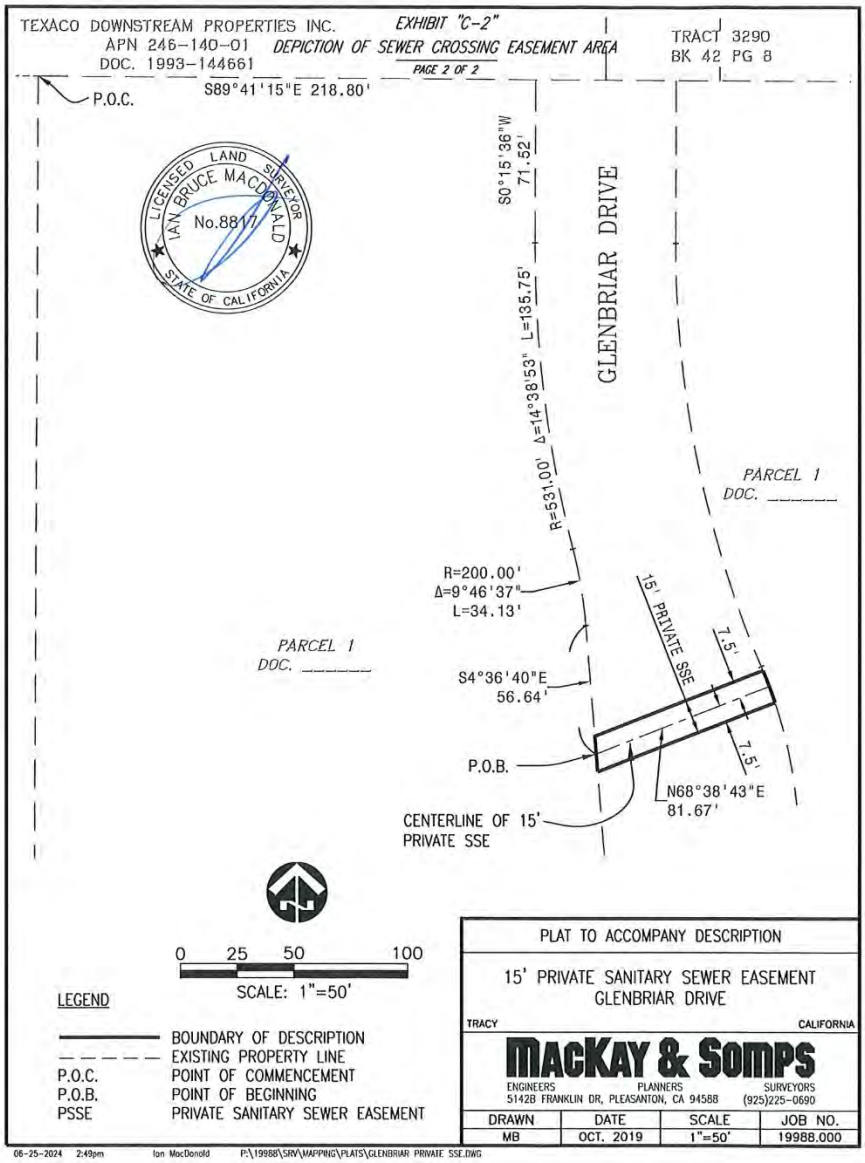

TEXACO DOWNSTREAM PROPERTIES INC.
APN 246-140-01
DOC. 1993-144661
EXHIBIT "C-2"
DEPICTION OF SEWER CROSSING EASEMENT AREA
PAGE 2 OF 2
TRACT 3290
BK 42 PG 8
P.O.C.
S89°41'15"E 218.80'
S0°15'36"W 71.52'
L=135.75'
Δ=14°38'53"
R=531.00'
GLENBRIAR DRIVE
PARCEL 1
DOC. _____
R=200.00'
Δ=9°46'37"
L=34.13'
15' PRIVATE SSE
7.5'
7.5'
PARCEL 1
DOC. _____
S4°36'40"E
56.64'
P.O.B.
N68°38'43"E
81.67'
CENTERLINE OF 15'
PRIVATE SSE
LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA
0 25 50 100
SCALE: 1"=50'
LEGEND
BOUNDARY OF DESCRIPTION
EXISTING PROPERTY LINE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
PSSE PRIVATE SANITARY SEWER EASEMENT
PLAT TO ACCOMPANY DESCRIPTION
15' PRIVATE SANITARY SEWER EASEMENT
GLENBRIAR DRIVE
TRACY CALIFORNIA
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690
DRAWN MB
DATE OCT. 2019
SCALE 1"=50'
JOB NO. 19988.000
06-25-2024 2:49pm Ian MacDonald P:\19988\SRV\MAPPING\PLATS\GLENBRIAR PRIVATE SSE.DWG

EXHIBIT "D"

CONDITIONS OF APPROVAL

[Attached.]

EXHIBIT D

(Developer's Authorized Representative Information)

Neil Miller
Authorized Representative for Valpico Tracy Apartments, LLC
(949) 485-8673
Nmiller@guardian-capital.com

EXHIBIT E
IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 246-140-24

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, VALPICO TRACY APARTMENTS, LLC, a Delaware limited liability company common ("**Grantor**"), represents that, as the owner of that certain real property described on Exhibit C attached hereto ("**Property**"), and subject to the satisfaction of the Dedication Condition (as hereinafter defined), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION ("**Grantee**"), the hereinafter described real property for the following public purpose:

> Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

*The real property referred to above ("**IOD Area**") is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:*

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION OF IOD AREA

EXHIBIT B FOR PLAT OF IOD AREA

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

Notwithstanding the foregoing or anything to the contrary herein, the foregoing dedication of the IOD Area ("**Dedication**") is expressly conditioned upon the City (at its cost) connecting the IOD Area to that certain public street known as Derone Lane shown on Exhibit B attached hereto ("**Dedication Condition**"). In the event the Dedication Condition occurs, the Dedication shall be subject and subordinate to all matters of record or apparent, improvements, contracts, leases, licenses, encumbrances, and claims of title affecting the IOD Area as of the date the Dedication Condition is satisfied.

Grantor shall be responsible for maintaining the IOD Area prior to the Dedication Condition being satisfied. In the event the Dedication Condition occurs and the IOD Area is thereby dedicated to the City for use as a public street, the grantor will provide a form

of perpetual funding as described in the original project Conditions of Approval for Development Review Application D19-0018, Section 20, and the City shall automatically become fully responsible for maintaining the IOD Area utilizing the approved perpetual funding source for maintenance.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on Grantor, Grantee, and each of their heirs, executors, administrators, successors and assigns. Except as expressly set forth herein, the City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

The Dedication rights granted herein shall run with the land. However, in the event the Dedication Condition is not satisfied, the provisions of this Offer of Dedication shall not be deemed to constitute a dedication for public use, nor to create any rights in the general public or any third party (including Grantee). It is the intention of the parties that this Offer of Dedication shall be strictly limited to and for the purposes expressed herein. This Offer of Dedication is intended for the exclusive benefit of the parties hereto and their respective successors and assigns.

Each party agrees to execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the provisions of this Offer of Dedication.

This Offer of Dedication shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Offer of Dedication shall be invalid or unenforceable to any extent, the remainder of this Offer of Dedication shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Offer of Dedication may only be amended by the written agreement of the parties, duly acknowledged by each, and recorded in the Official Records of San Joaquin County, California. No provision of this Offer of Dedication shall be deemed to have been waived unless such waiver is in writing. Should either party hereto institute any action or proceeding to enforce any provisions hereof or for damages by reason of the breach, default or liability of the other party arising out of any provision of this Offer of Dedication, the prevailing party shall be entitled to recover costs of suit and reasonable attorneys' fees.

This Offer of Dedication, though executed on the date above written, shall only be effective upon, from and after its recording in the Official Records of San Joaquin County, California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

Signed this 7th day of June, 2024

VALPICO TRACY APARTMENTS, LLC,
a Delaware limited liability company

By: _____
Name: Neil M. Miller
Title: Authorized Representative

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 SAN DIEGO }

On June 7, 2024, before me, CHRISTINA D. SHOOP, Notary Public, personally appeared NEIL M. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT "A"
DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF VALPICO TRACY APARTMENTS, LLC AS DESCRIBED IN DOCUMENT NO. 2023-004201, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°41'15" EAST, 218.80 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°41'15" EAST, 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 0°15'36" WEST, 71.46 FEET;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 469.00 FEET, THROUGH A CENTRAL ANGLE OF 23°18'00, AND AN ARC LENGTH OF 190.73 FEET;
3. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF A 206.00 FEET, THROUGH A CENTRAL ANGLE OF 18°25'45", AND AN ARC LENGTH OF 66.26 FEET;
4. SOUTH 4°36'40" EAST, 115.03 FEET;
5. THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 28°33'22", AND AN ARC LENGTH OF 4.98 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°36'40" WEST, 91.46 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND RE-ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS NORTH 58°13'20" WEST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 36°23'20", AND AN ARC LENGTH OF 12.70 FEET;
2. NORTH 4°36'40" WEST, 189.23 FEET;
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 9°46'37", AND AN ARC LENGTH OF 34.13 FEET;
4. ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, THROUGH A CENTRAL ANGLE OF 14°38'53", AND AN ARC LENGTH OF 135.75 FEET;
5. THENCE NORTH 0°15'36" EAST, 71.52 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 0.73 ACRES MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:

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

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

6/21/24
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

P:\19988\SRV\Mapping\Desc\19988_IOD.doc

EXHIBIT B

DEPICTION OF IOD AREA

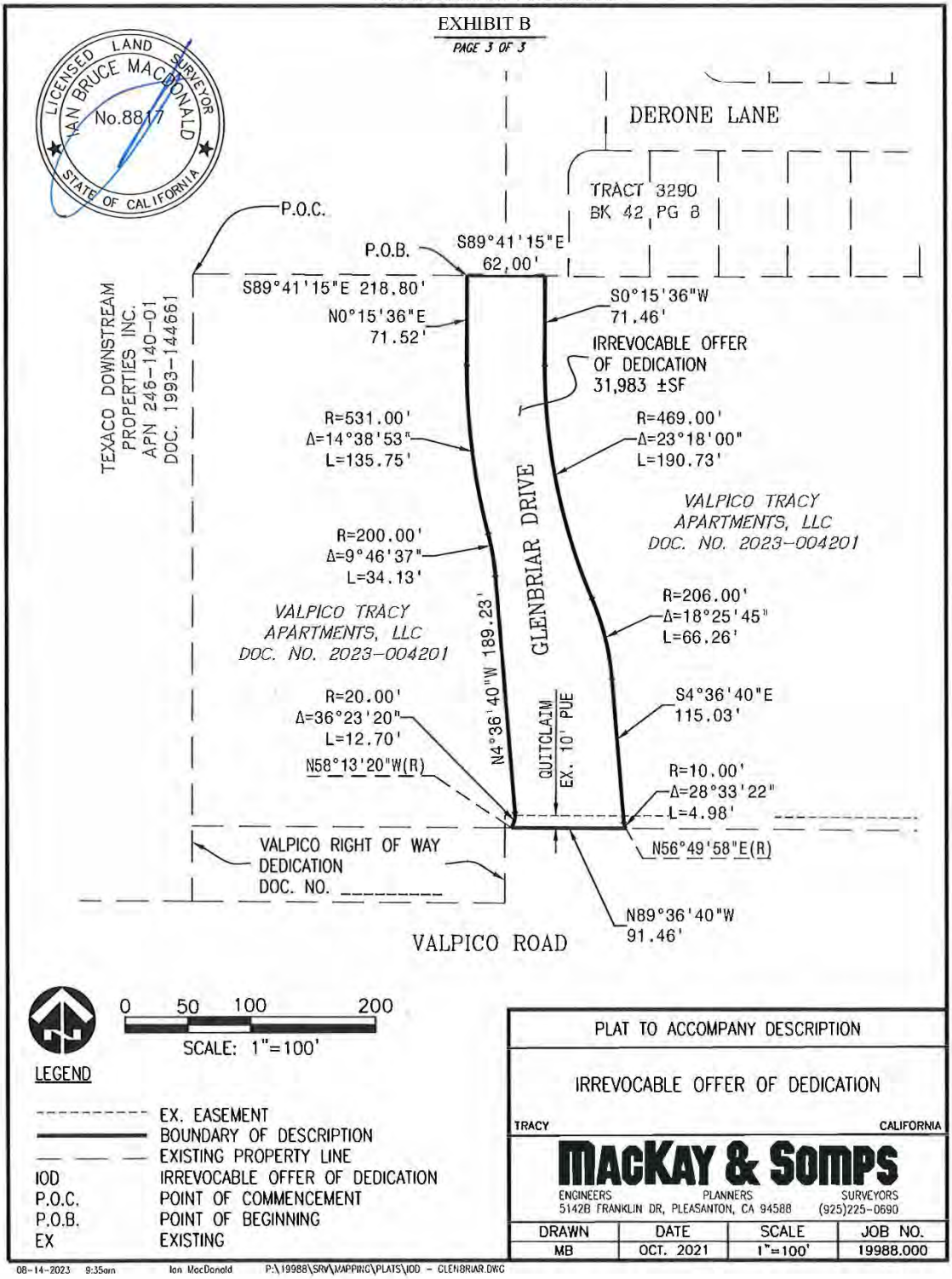


EXHIBIT C
DESCRIPTION OF GRANTOR PROPERTY

The land referred to herein is situated in the City of Tracy, the County of San Joaquin, State of California, and is described as follows:

Parcel A1:

All that certain real property situated in the City of Tracy, County of San Joaquin, State of California, being the lands of Valpico Tracy Apartments as described in Document No. 2020-024778, and a portion of the lands of White as described in Document No. 1994-085364, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwesterly corner of said lands of white, thence along the Westerly line of said lands South 89°25'53" East, 55.23 feet;

Thence across said lands South 00°00'00" East, 240.01 feet to the Southerly lines of said lands;

Thence along the Southerly line North 89°25'53" West, 56.29 feet to the Southwesterly corner of said lands;

Thence along the Easterly line of said lands of Valpico Tracy Apartments South 00°15'07" West, 201.42 feet to a point on the Northerly line of Valpico Road;

Thence along the Northerly line of Valpico Road the following three (3) courses:

1. North 89°36'40" West, 866.34 feet;

2. South 00°15'36" West, 60.00 feet;

3. Thence North 89°36'40" West, 249.80 feet, to the Southwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Westerly line of said lands North 00°15'36" East, 499.71 feet, to the Northwesterly corner of said lands of Valpico Tracy Apartments;

Thence along the Northerly line of said lands the following two (2) courses:

1. South 89°41'15" East, 782.79 feet;

2. Thence South 89°43'33" East, 333.28 feet, to the point of beginning.

Also described as resultant Parcel A of Certificate of Compliance for Lot Line adjustment owner's Certificate LLA No. MS-LD22-0035 as recorded 01/18/2023 as Instrument No. 2023-4201 of Official Records.

Parcel A2:

Non-exclusive easements for free and reasonable vehicular and pedestrian access, ingress, and egress as created by Access Easement Agreement recorded September 28, 2001, as Instrument 2001-158512, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such agreement (2001-158512) pertaining to the use or exercise of such easement.

Parcel A3:

Non-exclusive easements as contained in Declaration of Easements with Covenants and Restrictions Affecting Land recorded September 28, 2001, as Instrument 2001-158513, of Official Records of San Joaquin County, subject to the terms, Conditions, and Restrictions set forth in such declaration (2001 158513) pertaining to the use or exercise of such easement.

Parcel A4:

An exclusive slope easement, appurtenant to Parcel A of that certain Parcel Map thereof filed for record March 26, 1976 in Book 2 of Parcel Maps, at Page 136, San Joaquin County Records, hereinabove, as set forth and more particularly described in that certain Slope Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127695, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Slope Easement Deed (2019-127695) pertaining to the use or exercise of such easement.

Parcel A5:

An Non-Exclusive drainage easement, appurtenant to Parcel One, hereinabove, as set forth and more particularly described in that certain Drainage Easement Deed, dated November 5, 2019, and recorded November 5, 2019, as Instrument 2019-127696, of Official Records of San Joaquin County, subject to the Terms, Conditions, and Restrictions set forth in such Drainage Easement Deed (2019-127696) pertaining to the use or exercise of such easement.

Assessor's Parcel Number: 246-140-24

July 2, 2024

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt the following Resolutions:

(A) approving and authorizing the recordation of 7 Final Subdivision Maps (Tracts 4132 through 4138) located within the Tracy Hills Specific Plan Area, 7 Subdivision Improvement Agreements, and 3 Conditional Subdivision Improvement Agreements, 4 Offsite Improvement Agreements, and 4 Conditional Offsite Improvement Agreements, 7 irrevocable offers of dedication of fee and easement interests; and

(B) accepting a grant of access and public utility easement and an offer of dedication for a related water tank site.

EXECUTIVE SUMMARY

This Agenda Item seeks approval of Final Maps for Phase 2A of the Tracy Hills Specific Plan area development (Project). Phase 2A is subcomponent of the Vesting Tentative Subdivision Map (VTSM) for Tracy Hills Phase 2, Tract 4057 project, that was approved by the City Council on October 19, 2021, pursuant to Resolution No. 2021-154. Attachment A shows the location of the VTSM. The Final Maps and agreements for Phase 2B will be presented for future action by the City Council at a later date, when they are ready.

There are numerous actions related to the approval of the Phase 2A Final Maps, including infrastructure improvement agreements and grants of property interests. These actions are bundled into two separate resolutions.

The first resolution consists of approving seven Final Subdivision Maps (Final Maps), seven Subdivision Improvement Agreements (SIAs), three Conditional Subdivision Improvement Agreements (CSIAs), four Offsite Improvement Agreements (OIAs), four Conditional Offsite Improvement Agreements (COIAs), four Irrevocable Offers of Dedication of Fee Interest (IODs Fee), three Irrevocable Offers of Dedication of Easements (IODs Easements).

The second resolution consists of approving one Grant of Access and Public Utility Easement (Grant of Easement) and an offer of dedication of a water tank site, all associated with the Tracy Hills Phase 2A portion of the Project.

BACKGROUND AND LEGISLATIVE HISTORY

Lennar Homes of California, LLC is the subdivider (Developer) of the Project. As noted above, the VTSM for Tracy Hills Phase 2, Tract 4057, was approved by the City Council on October 19, 2021, pursuant to Resolution No. 2021-154. The Developer has divided Phase 2 into two phases, as depicted in Attachment A, with Tracy Hills Phase 2A generally encompassing the eastern portion of the Project, and Tracy Hills Phase 2B generally encompassing the western portion. Phase 2A consists of seven tracts containing ten villages totaling 726 residential lots and numerous other non-residential parcels on approximately 242.2 acres. Phase 2B consists of seven tracts containing eight villages totaling 744 residential lots and other numerous non-residential parcels on approximately 242.0 acres.

Tracy Hills Phase 2A includes the following seven tracts and 10 villages: Tract 4132 - Tracy Hills Villages 1 & 4, Tract 4133 - Tracy Hills Villages 2 & 3, Tract 4134 - Tracy Hills Villages 5 & 6, Tract 4135 - Tracy Hills Village 7, Tract 4136 - Tracy Hills Village 8, Tract 4137 - Tracy Hills Village 9, and Tract 4138 - Tracy Hills Village 10. Phase 2A also includes two neighborhood parks, 26 open space parcels, a future school site, a retention basin, and a recreation center. Attachment A shows the locations of the tracts and villages in Tracy Hills Phase 2A.

On April 5, 2016, the City Council approved the Tracy Hills Specific Plan Final Subsequent Environmental Impact Report (Resolution No. 2016-062), the Tracy Hills Specific Plan (Resolution No. 2016-063), and the Development Agreement executed between the City of Tracy and the Developers of the Tracy Hills Project (Ordinance 1213), among other related actions.

On November 10, 2020, the City Council approved the First Amendment to the Development Agreement (Ordinance 1300).

On October 19, 2021, the City Council approved a General Plan Amendment, under Application No. GPA21-0001 (Resolution No. 2021-153), the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2, under Application No. SPA21-0003 (Ordinance 1319, and the Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057 (VSTM), under Application No. TSM20-0003 (Resolution No. 2021-154).

The VTSM proposes 1,470 single-family residential lots, public park parcels, open space parcels, retention basin parcels, school parcels, Homeowners Association (HOA) recreation center parcel, and numerous other parcels. The non-residential parcels are to be owned and maintained by the HOA, Developer, or City. The Project occupies approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road.

Under Tracy Municipal Code (TMC) Section 12.20.020 and California Government Code Section § 66456.1, multiple final maps relating to an approved tentative subdivision map may be filed before the expiration of the tentative subdivision map if: (1) the subdivider, at the time the tentative map is filed, notifies the Community Development Director and the City Engineer in writing of the subdivider's intention to file multiple final maps on the tentative subdivision map, and is authorized to have phases by conditions of the map; or (2) after filing and before approval of the tentative subdivision map, the Community Development Director, the City Engineer and the subdivider concur in the filing of multiple final maps.

Section 12.20.090 of the TMC requires the City Council to approve final maps. That section also requires the City Council to consider approval of improvement agreements and related security concurrently with the final map approval and authorizes the City Manager to execute such agreements.

California Government Code § 66473 requires a local agency to disapprove a request for a final map for failure of the applicant to be in “substantial compliance” with requirements or conditions of approval imposed on the preceding approved tentative map. Per California Government Code § 66474.1, upon finding substantial compliance with the applicable conditions of approval and conformance of the final map with the approved tentative map, a local agency’s approval of a final map becomes a ministerial act. An agency can approve a final map, even if certain public

improvements have not been completed prior to such final map approval as long as the agency and the subdivider enter into binding legal agreements for completion of such improvements and posting of adequate security. The various Offsite and Subdivision Improvement Agreements in this agenda item are to satisfy the requirements of Government Code Section 66462.

Based on prior City practice, the City entered into Inspection Improvement Agreements (IIAs) for work that had not received final approval by the City Engineer. This practice has been discontinued. The following IIAs had been approved in connection with the VTSM:

1) IIA for Tract 4132 - Tracy Hills Villages 1 and 4, approved by City Manager (as authorized by COVID Urgency Ordinance No. 1285) on August 15, 2022.
2) IIA for Tract 4133 - Tracy Hills Villages 2 and 3, approved by City Manager (as authorized by COVID Urgency Ordinance No. 1285) on August 15, 2022.
3) IIA for Tract 4134 - Tracy Hills Villages 5 and 6, approved by City Council on October 4, 2022, by Resolution No. 2022-145.
4) IIA for Tract 4135 - Tracy Hills Village 7, approved by City Council on December 6, 2022, by Resolution No. 2022-188.
5) IIA for Tract 4136 - Tracy Hills Village 8, approved by City Council on October 4, 2022, by Resolution No. 2022-189.
6) IIA for Tract 4137 - Tracy Hills Village 9, approved by City Council on October 4, 2022, by Resolution No. 2022-190.
7) IIA for Tract 4138 - Tracy Hills Village 10, approved by City Council on October 4, 2022, by Resolution No. 2022-191.
8) IIA for Sierra View Drive and Lammers Road Improvements, approved by City Council on October 18, 2022, by Resolution No. 2022-151.
9) IIA for Corral Hollow Road Widening Improvements at Tracy Hills Phase 2 Frontage, approved by City Council on February 7, 2023, by Resolution No. 2023-024.

The IIA practice stopped in Fall 2022. Subsequently, the Developer commenced improvement work under improvement agreements that complied with the TMC and State law. The following had been issued for the VTSM:

10) OIA for Tracy Hills Phase 2A - Zone 5 / 6 Water Tanks and Booster Pump Station Building Improvements, approved by City Council on October 4, 2022, by Resolution No. 2022-144.
11) OIA for Tracy Hills Zone 5 Water Line Improvements, approved by City Council on October 18, 2022, by Resolution No. 2022-153.
12) OIA for Lammers Road Undercrossing Improvements at Interstate 580, approved by City Council on July 5, 2023, by Resolution No. 2023-126.
13) OIA for Tracy Hills Phase 2 Zone 5 Water Main Improvements, approved on August 15, 2023, by Resolution No. 2023-156.

ANALYSIS

As noted above, TMC Section 12.20.020 and California Government Code Section § 66456.1 allows multiple final maps to be approved, as related to an approved tentative subdivision map. Pursuant thereto, Developer provided the requisite notification of the intention to multiple final maps on the tentative subdivision map at the time the VTSM application was filed.

The Developer has divided the Project into two phases, Tracy Hills Phase 2A and Tracy Hills Phase 2B, as depicted in Attachment A, and is requesting approval of the following seven Final Maps containing 10 Villages totaling 726 residential lots and numerous other non-residential parcels within the Tracy Hills Phase 2A portion of the Project:

1) Tract 4132 - Tracy Hills Villages 1 and 4, creating 139 single-family residential lots, 3 open space parcels, a retention basin parcel, and public street rights-of-way on approximately 46.3 acres.
2) Tract 4133 - Tracy Hills Villages 2 and 3, creating 115 single-family residential lots, 6 open space parcels, a public park parcel, and public street rights-of-way on approximately 42.1 acres.
3) Tract 4134 - Tracy Hills Villages 5 and 6, creating 131 single-family residential lots, 4 open space parcels, an HOA recreation center parcel, and public street rights-of-way on approximately 39.6 acres.
4) Tract 4135 - Tracy Hills Village 7, creating 97 single-family residential lots, 3 open space parcels, and public street rights-of-way on approximately 23.1 acres.
5) Tract 4136 - Tracy Hills Village 8, creating 89 single-family residential lots, 1 open space parcel, a public park parcel, and public street rights-of-way on approximately 29.3 acres.
6) Tract 4137 - Tracy Hills Village 9, creating 69 single-family residential lots, 5 open space parcels, a future school parcel, and public street rights-of-way on approximately 34.5 acres.
7) Tract 4138 - Tracy Hills Village 10, creating 86 single-family residential lots, 4 open space parcels, and public street rights-of-way on approximately 27.3 acres.

The above Final Maps have been prepared on behalf of the Developer and reviewed by the Engineering Division and were found to be in substantial compliance with the VTSM. The Final Maps are included in Attachments B-1 to B-7.

The Conditions of Approval (COAs) for the VTSM require the Developer to design and construct certain on-site public improvements connected with the approval of the Final Maps pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. As noted above, since the required improvements will not be completed prior to the recordation of the Final Maps, the Developer is required to execute the SIAs to guarantee the completion of the improvements as authorized by Government Code Section 66462 and in accordance with Condition of Approval No. C.3.6.

The seven SIAs corresponding to the above listed Final Maps are included in Attachments C-1 to C-7. The SIAs address the construction of the in-tract improvements associated with the single-family residential lots and other facilities within Tracy Hills Phase 2A that will be constructed by the Developer in connection with the Final Maps, and in accordance with the COAs. The Developer has executed the SIAs and has submitted the required security to guarantee the completion of the subject improvements.

As noted above, IIAs were previously approved for each of the Final Maps and other on-site and off-site improvements. Approval of the IIAs allowed the Developer to commence construction of the on-site and off-site improvements prior to the City Engineer's final approval of the improvement plans and landscape plans. Execution of the SIAs and OIAs by City and Developer will effectuate the termination of these previously approved IIAs. Instead, in compliance with the TMC and State law, completion of the improvements and landscaping, final

inspections, acceptance, and release of securities for the work will be done under the terms of the legally binding SIAs and OIAs.

Improvement plans, landscape plans, specifications, and cost estimates, which describe in more detail the public street, landscape, utility, and appurtenant improvements for the Final Maps which are required to be constructed under the subject SIAs, have been prepared on behalf of the Developer and approved by the City Engineer. The plans are on file with the City Engineer under the Engineering Division tracking numbers as follows:

1) Tract 4132 - Tracy Hills Villages 1 and 4 - "Bolder": Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG22-0010; Landscape Plans, Tracking No. ENG22-0034.
2) Tract 4133 - Tracy Hills Villages 2 and 3 - "Cairnway": Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG22-0011; Landscape Plans, Tracking No. ENG22-0032.
3) Tract 4134 - Tracy Hills Villages 5 and 6 - "Crestwick"; Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG22-0012; Landscape Plans, Tracking No. ENG22-0036.
4) Tract 4135 - Tracy Hills Village 7 - "Rangewood": Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG22-0024; Landscape Plans, Tracking No. ENG22-0037.
5) Tract 4136 - Tracy Hills Village 8 - "Ridgerton": Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG22-0025; Landscape Plans, Tracking No. ENG22-040.
6) Tract 4137 - Tracy Hills Village 9 - "Rockingham": Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG22-0027; Landscape Plans, Tracking No. ENG22-0005.
7) Tract 4138 - Tracy Hills Village 10, "Slateshire": Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG22-0031; Landscape Plans, Tracking No. ENG23-0006.

The three CSIAs, included as Attachments D-2 to D-4, provide for the future construction of the three neighborhood parks within the boundaries of the Tracy Hills Phase 2 VTSM. As stated in the CSIAs, and in accordance with the COAs, construction for each of the neighborhood parks shall commence prior to the following trigger events:

1) 2nd Neighborhood Park (Lot A of Tract 4134): issuance of the 500th building permit in Tracy Hills Phase 2.
2) 3rd Neighborhood Park (Lot Q of VTSM): issuance of the 976th building permit in Tracy Hills Phase 2.
3) 4th Neighborhood Park (Lot P of Tract 4134): issuance of the 1,226th building permit in Tracy Hills Phase 2.

The CSIAs satisfy the COAs which require that the City and Developer enter into agreements prior to the recordation of the first Final Map in Phase 2 that stipulate the above triggering events for each of the three neighborhood parks. Since the plans for the neighborhood parks are not complete at this time, the Developer has posted performance security based on preliminary engineer's estimates to guarantee the construction of the parks, as provided for in the CSIAs.

Pursuant to the COAs, the Developer is required to design and construct the public roadway improvements for Corral Hollow Road Widening Phase 2 Frontage, generally extending between the southbound Interstate 580 ramps and the City limits, Sierra View Drive/Lammers Road, generally extending between Corral Hollow Road and Tracy Hills Drive, improvements at Tracy Blvd/Linne Road and improvements at Linne Road/MacArthur Drive. Since the improvements for said roadways will not be completed prior to the recordation of Final Maps, the Developer is required to execute the four OIAs, included as Attachments E-1 to E-4, to guarantee the completion of the improvements as authorized by Government Code Section 66462 and in accordance with COA No. C.3.9. The plans for the public roadway improvements associated with the first two OIAs listed above are on file with the City Engineer under Tracking Nos. ENG22-0006 and ENG21-0037.

The additional public street right-of-way necessary for the Corral Hollow Road Widening is offered for dedication by the Developer to the City on the aforementioned Final Map for Tract 4133, Tracy Hills Villages 2 and 3 (Attachment B-2). A portion of the public street right-of-way for the Sierra View Drive / Lammers Road Improvements is also offered for dedication on said Final Map for Tract 4133, Tracy Hills Villages 2 and 3. The remaining portions of the public street right-of-way for the Sierra View Drive / Lammers Road Improvements are offered for dedication to the City in the separate Irrevocable Offers of Dedication of Fee Interest attached hereto as Attachments G-3 and G-5, and as further discussed below.

The four COIAs, included as Attachments F-1 to F-4, guarantee for the future construction of the public roadway improvements for the Corral Hollow Road Widening from California Aqueduct to Linne Road, the Corral Hollow Road / I-580 Interchange, the Zone 5 Water Line Across the Tracy Municipal Airport Property, and a sanitary sewer line in Corral Hollow Road. All of which are off-site improvements outside of the boundaries of the Tracy Hills Phase 2 VTSM. As stated in the COIAs, and in accordance with the COAs, construction of the subject improvements shall commence upon occurrence of the trigger events specified as follows:

- Corral Hollow Widening from the California Aqueduct to Linne Road Intersection: prior to final inspection of the 2,600th dwelling unit within the Tracy Hills Project boundary as defined in the Development Agreement.
- Corral Hollow Road / I-580 Interchange: due at 2,588 AM peak trips.
- Zone 5 Water Line Across Tracy Municipal Airport Property: upon receipt of the required consent from the Federal Aviation Administration (FAA).
- Sanitary Sewer Line in Corral Road to be completed prior to completion of Tracy Hills Phase 2.

The COIAs satisfy the COAs which require that the City and Developer enter into agreements prior to the recordation of the first Final Map in Phase 2 that stipulate the above trigger events for the subject improvements. Since the plans for the public roadway improvements, water line and sanitary sewer line are not complete at this time, the Developer has posted performance security based upon preliminary engineer's estimates to guarantee the construction of the improvements, as provided for in the CSIAs.

The four IODs of Fee interest provide for the Irrevocable Offers of Dedication of Fee Interest for the Sierra View Drive Public Street Right of Way, the Lammers Road Public Street Right of Way, the Stanek Avenue Public Street Right of Way, and the Tracy Hills Phase 2 Community Park Site which, in accordance with the COAs, are all intended to be constructed by the

Developer and ultimately accepted by the City as public roadways and facilities. The offers of dedication will not be accepted by the City at this time but will remain irrevocable until accepted by separate resolutions by the City Council upon the satisfactory completion of the improvements thereon. The three IODs of Easements provide for the Irrevocable Offers of Dedication of Easements for the Public Utility Easements that are to be granted to the City adjacent to the public street rights-of-way for water line access, Sierra View Drive, Lammers Road, and Stanek Avenue, for the purposes of constructing, reconstructing, and maintaining public utilities and appurtenances thereto. The offers of dedication will not be accepted by the City at this time but will remain irrevocable until accepted by separate resolutions by the City Council upon the satisfactory completion of the improvements thereon. All seven IODs are attached hereto as Attachments G-1 to G-7.

The Grant of Access and Public Utility Easement, included as Attachment G-8, provides for the use by City employees of a temporary access road within the easement across private property, extending from the southern end of the Stanek Avenue Public Street Right of Way to the Tracy Hills Phase 2 Zone 5 / 6 Water Tank Site. The easement also allows for the construction, operation, and maintenance of public water mains between the end of Stanek Avenue and the Water Tank Site until such time as the developer of future phases of the Tracy Hills Project constructs the planned public roadway overlying the easement alignment.

FISCAL IMPACT

There will be no fiscal impact associated with this Agenda Item. Developer has paid for the cost of plan checking, engineering inspection and processing of the Final Maps and associated agreements.

PUBLIC OUTREACH / INTEREST

All public outreach for the Tracy Hills Phase 2 development (notifications, public hearings, etc.) was conducted at the Planning Commission and City Council hearings that were held in October 2021 to consider the General Plan Amendment, Specific Plan Amendment, and Vesting Tentative Subdivision Map for the overall Project. Additional public outreach, specifically for the Final Maps and associated agreements, is not required.

COORDINATION

This Staff Report was prepared by the Engineering Division. No coordination was required with other departments for the preparation of this report.

CEQA DETERMINATION

An Environmental Impact Report (EIR) for the Tracy Hills Specific Plan was certified by the City Council on April 5, 2016 (SCH#2013102053). An Addendum to the EIR was prepared in accordance with the provisions of California Environmental Act (CEQA) Guidelines Section 15162 and 15164 to address the General Plan Amendment, Specific Plan Amendment, and Vesting Tentative Subdivision Map for the Tracy Hills Phase 2 Project. All the in-tract and off-site improvements associated with this Agenda Item are within the scope of the development evaluated by the EIR and the Addendum to the EIR and therefore no further environmental review is required for the Project.

STRATEGIC PLAN

This item is consistent with the City Council's approved Economic Development Strategy to ensure the construction of physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt the following Resolutions:

(A) award and authorize the recordation of 7 Final Subdivision Maps (Tracts 4132 through 4138) located within the Tracy Hills Specific Plan Area, 7 Subdivision Improvement Agreements, and 3 Conditional Subdivision Improvement Agreements, 4 Offsite Improvement Agreements, and 4 Conditional Offsite Improvement Agreements, 7 irrevocable offers of dedication of fee and easement interests; and

(B) accept a grant of access and public utility easement and an offer of dedication for a related water tank site.

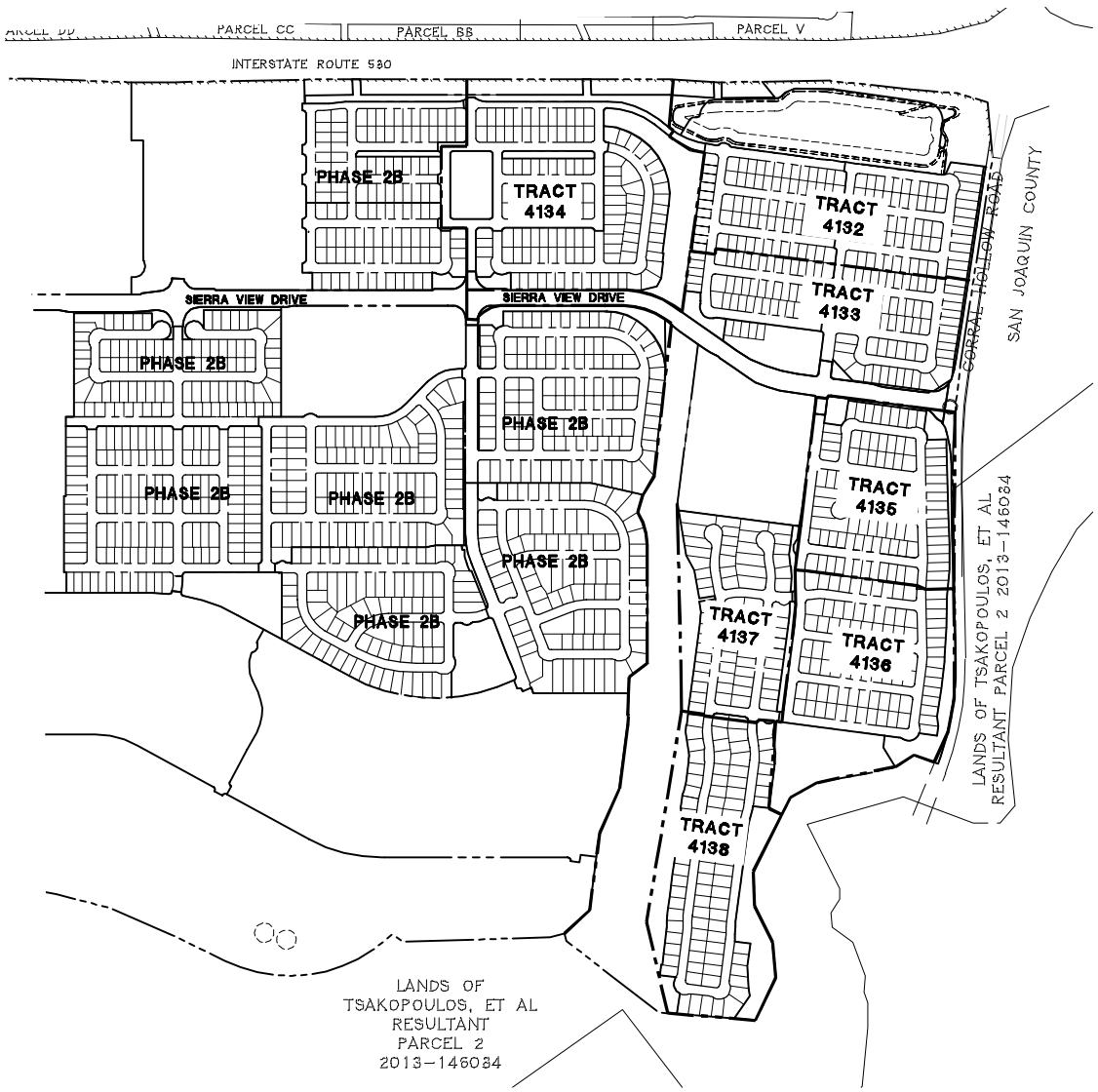
Prepared by: Al Gali, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map and Phasing Exhibit
Attachments B-1 to B-7 – Final Subdivision Maps
Attachments C-1 to C-7 – Subdivision Improvement Agreements
Attachments D-2 to D-4 – Conditional Subdivision Improvement Agreements
Attachments E-1 and E-4 – Offsite Improvement Agreements
Attachments F-1 to F-4 – Conditional Offsite Improvement Agreements
Attachments G-1 to G-7 – Irrevocable Offers of Dedication
Attachment G-8 – Grant of Access and Public Utility Easement



ATTACHEMENT A - LOCATION MAP & PHASING EXHIBIT

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS * PLANNERS * SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: APRIL 24, 2024 JOB NO: 20106BVTM

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

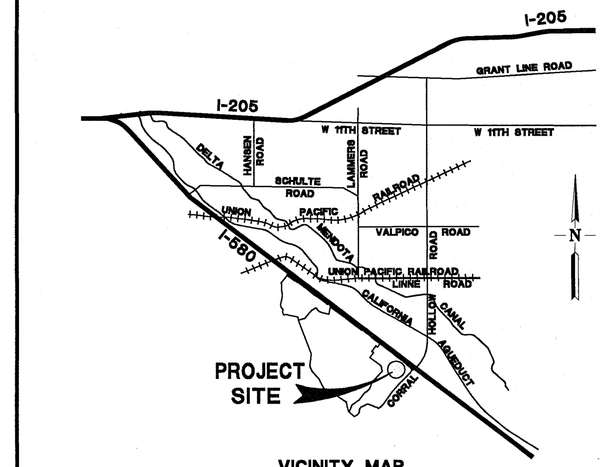
TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1
AS SHOWN ON TRACT NO. 4133

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4132, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 1 AND 4", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "FORBES AVENUE", "WHITE HART AVENUE", "GLADYS AVENUE", "OLD LARKS LANE", "BECKETT STREET", AND "CAULFIELD STREET" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED ON THIS MAP AS "LOT B" IS FOR DETENTION BASIN PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE (1)–FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE NORTH END OF OLD LARKS LANE. SAID ONE (1)–FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC ACCESS EASEMENT" OR "PAE" ARE FOR PUBLIC ACCESS PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "STORM DRAIN EASEMENT" OR "SDE" ARE FOR PUBLIC STORM DRAIN PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOT 11 TO AND FROM OLD LARKS LANE, LOTS 12, 57, 58, 103, AND 104 TO AND FROM FORBES AVENUE, LOTS 24, 25, 44, 45, 70, 71, 90, 91, 116, AND 117 TO AND FROM WHITE HART AVENUE, LOTS 34, 35, 80, 81, AND 126 TO AND FROM GLADYS AVENUE.

EXECUTED THIS 24 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

Jaime Marie Allen
NOTARY PUBLIC

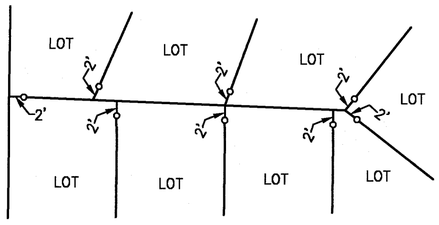
MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____
OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

© L:\2020\201068\SURVEY\DWG FILES\FINAL MAP\MAP 4132 - YHA\YHA0-YHA1082 2-12-2024 2:46:44 PM ALAN KEITER

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1
AS SHOWN ON TRACT NO. 4133

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENTS (TRACY HILLS 2A, CALIFORNIA) RECORDED ON FEBRUARY 28, 2022 AS DOCUMENT NO. 2022-026709 AS AMENDED AND RESTATED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123120 AND MODIFIED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015790 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Lauren Mary Morte
PRINT NAME: LAUREN MARY MORTE
MY COMMISSION NUMBER: 2473306
MY COMMISSION EXPIRES: NOV 21, 2027
PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"FORBES AVENUE", "WHITE HART AVENUE", "GLADYS AVENUE", "OLD LARKS LANE", "BECKETT STREET", AND "CAULFIELD STREET".

FOR THE PURPOSE OF DETENTION BASIN:

LOT "B".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC ACCESS EASEMENT" OR "PAE", "PUBLIC UTILITY EASEMENT" OR "PUE", AND "STORM DRAIN EASEMENT" OR "SDE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. STATE OF CALIFORNIA – ABUTTER'S EASEMENT RIGHTS: 2915 O.R. 621 AND 2574 O.R. 187
2. STATE OF CALIFORNIA – DRAINAGE EASEMENT RIGHTS: 2574 O.R. 182
3. TIDE WATER OIL COMPANY – PIPE LINE EASEMENT RIGHTS: 3072 O.R. 594 AND 3132 O.R. 678
4. STANCOG – CONSERVATION EASEMENT: NO. 2012-91623 AND 2016-041345
5. TIDE WATER OIL COMPANY – PIPE LINE EASEMENT RIGHTS: 3079 O.R. 318 AND 3132 O.R. 674

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17th DAY OF April, 2024.

Scott A. Shortlidge
SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4132, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 1 AND 4", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

_____
KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4132, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 1 AND 4", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

_____
DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4132, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 1 AND 4", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC ACCESS EASEMENTS, PUBLIC UTILITY EASEMENTS, AND STORM DRAIN EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOT 11 TO AND FROM OLD LARKS LANE, LOTS 12, 57, 58, 103, AND 104 TO AND FROM FORBES AVENUE, LOTS 24, 25, 44, 45, 70, 71, 90, 91, 116, AND 117 TO AND FROM WHITE HART AVENUE, LOTS 34, 35, 80, 81, AND 126 TO AND FROM GLADYS AVENUE. ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE NORTH END OF OLD LARKS LANE. ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF LOT "B", SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

_____
ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

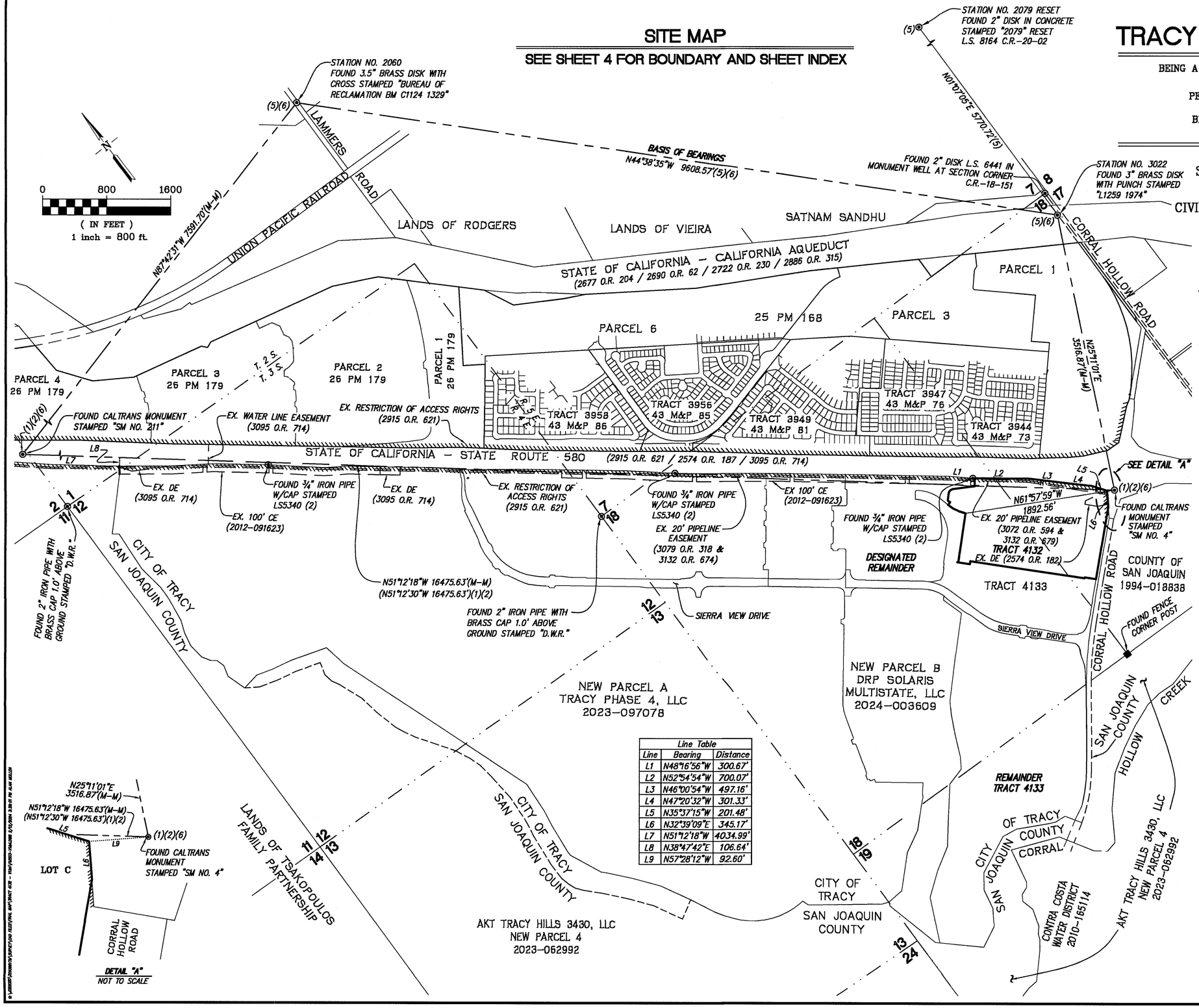
TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Line Table		
Line	Bearing	Distance
L1	N48°16'56"W	300.67'
L2	N52°54'54"W	700.07'
L3	N46°00'54"W	497.16'
L4	N47°20'32"W	301.33'
L5	N35°37'15"W	201.48'
L6	N32°39'09"E	345.17'
L7	N51°12'18"W	4034.99'
L8	N38°47'42"E	106.64'
L9	N57°28'12"W	92.60'

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

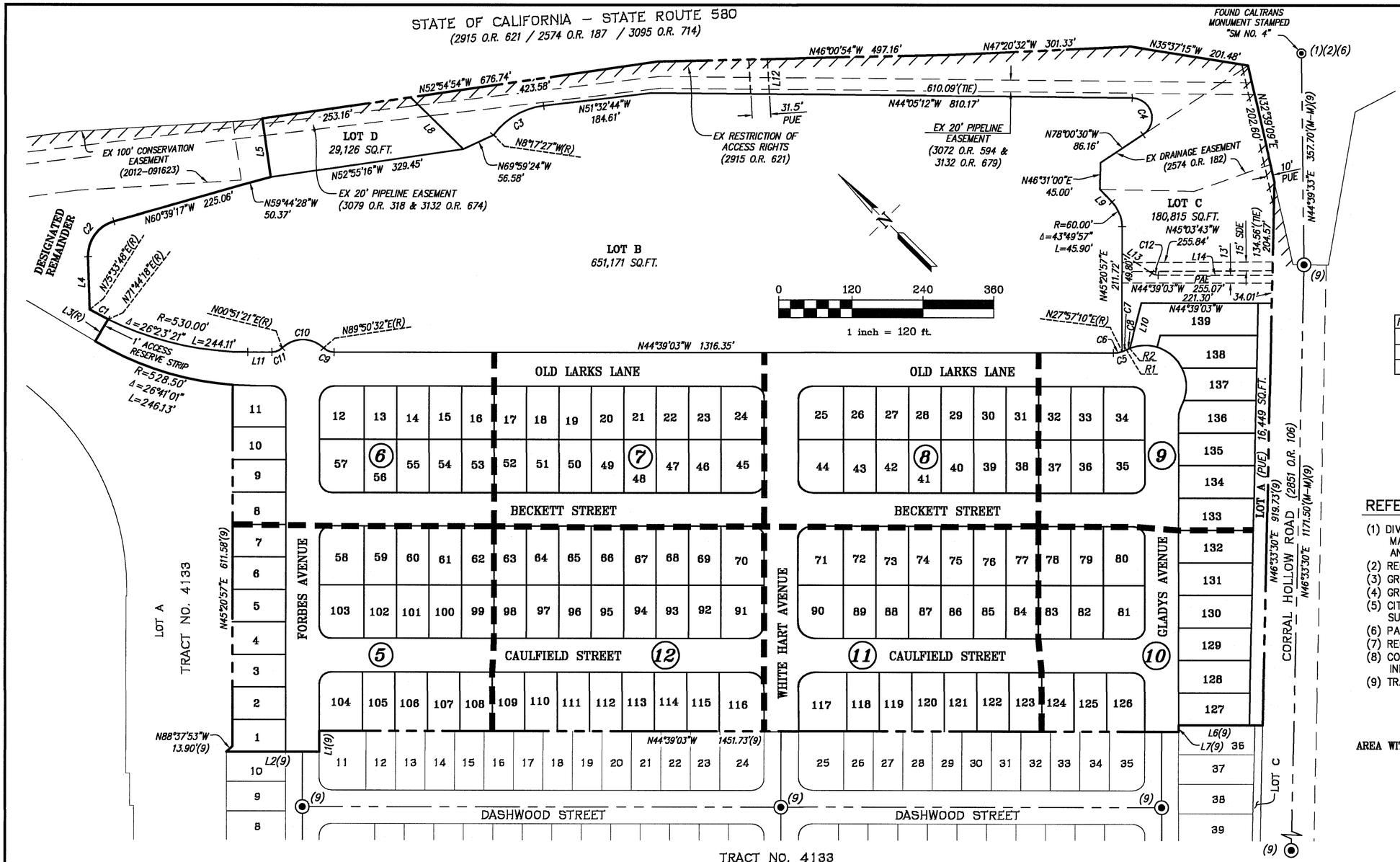
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
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(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
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(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133



Curve Table			
Curve	Radius	Delta	Length
C1	530.00'	3°49'30"	35.38'
C2	60.00'	75°57'46"	79.55'
C3	124.00'	46°44'43"	101.17'
C4	34.00'	146°04'42"	86.68'
C5	50.00'	26°55'00"	23.49'
C6	50.00'	17°23'47"	15.18'
C7	50.00'	9°31'13"	8.31'
C8	70.00'	4°48'38"	5.88'
C9	25.00'	44°29'36"	19.41'
C10	50.00'	88°59'11"	77.66'
C11	25.00'	44°29'36"	19.41'
C12	20.00'	33°26'55"	11.68'

Line Table		
Line	Bearing	Distance
L1	N45°20'57"E	35.77'
L2	N44°39'03"W	157.00'
L3	N76°17'20"E	43.17'
L4	N43°22'57"E	89.71'
L5	N37°15'11"E	100.00'
L6	N44°39'03"W	142.89'
L7	N45°20'57"W	11.03'
L8	N00°09'30"W	125.57'
L9	N01°31'00"E	29.96'
L10	N59°53'54"E	79.73'
L11	N44°39'03"W	40.67'
L12	N42°02'30"E	59.43'
L13	N11°12'08"W	60.75'
L14	N44°39'03"W	193.63'

Radial Bearing Table	
No.	Bearing
R1	N18°25'57"E
R2	N23°14'35"E

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BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 46.33±ACRES
AREA OF LOTS 1-139 = 17.88±ACRES
AREA OF STREETS = 8.30±ACRES

SHEET COVERAGE

(5) SHEET NUMBER

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1 AS SHOWN ON TRACT NO. 4133
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
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FEBRUARY 2024

GRID NOTE:

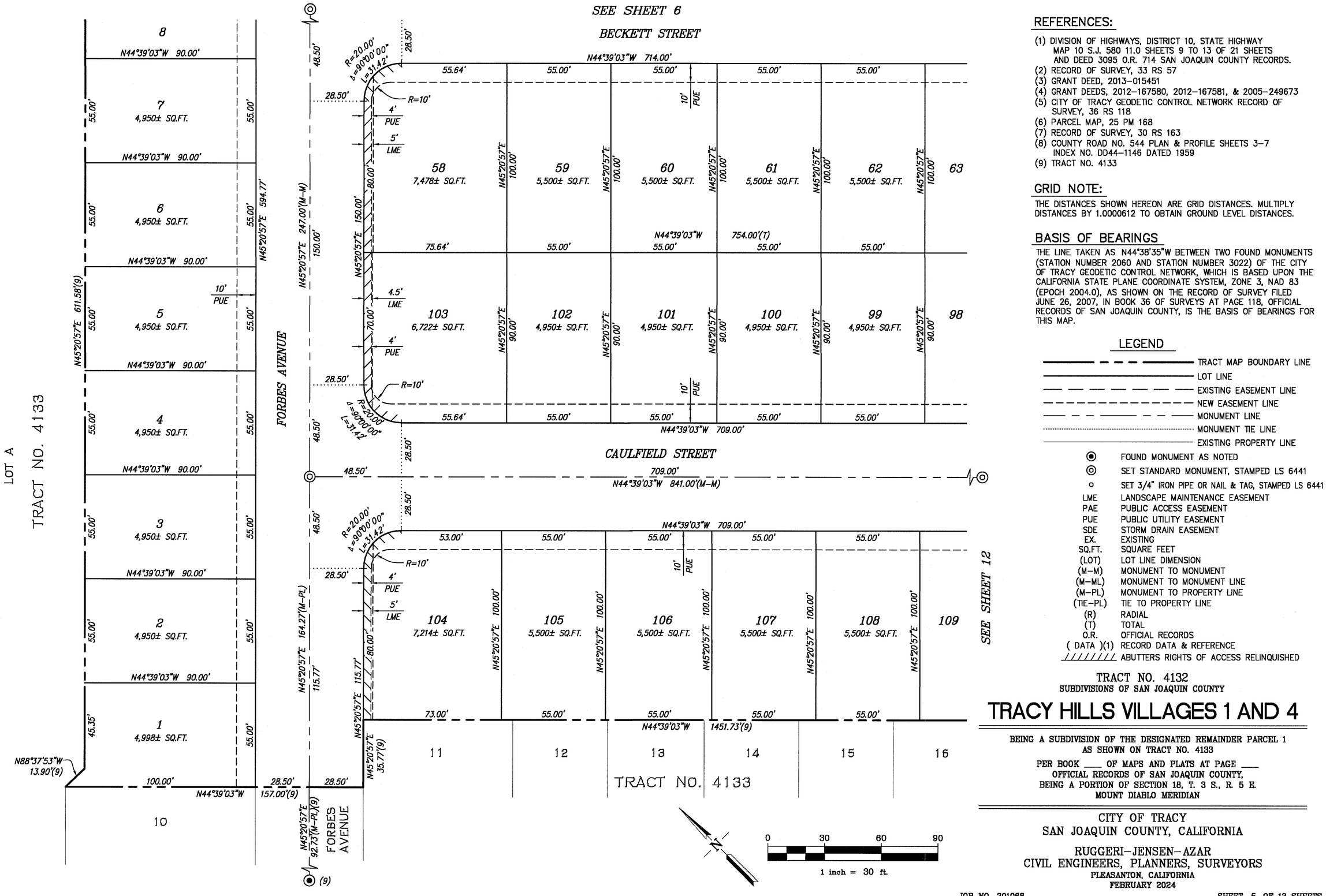
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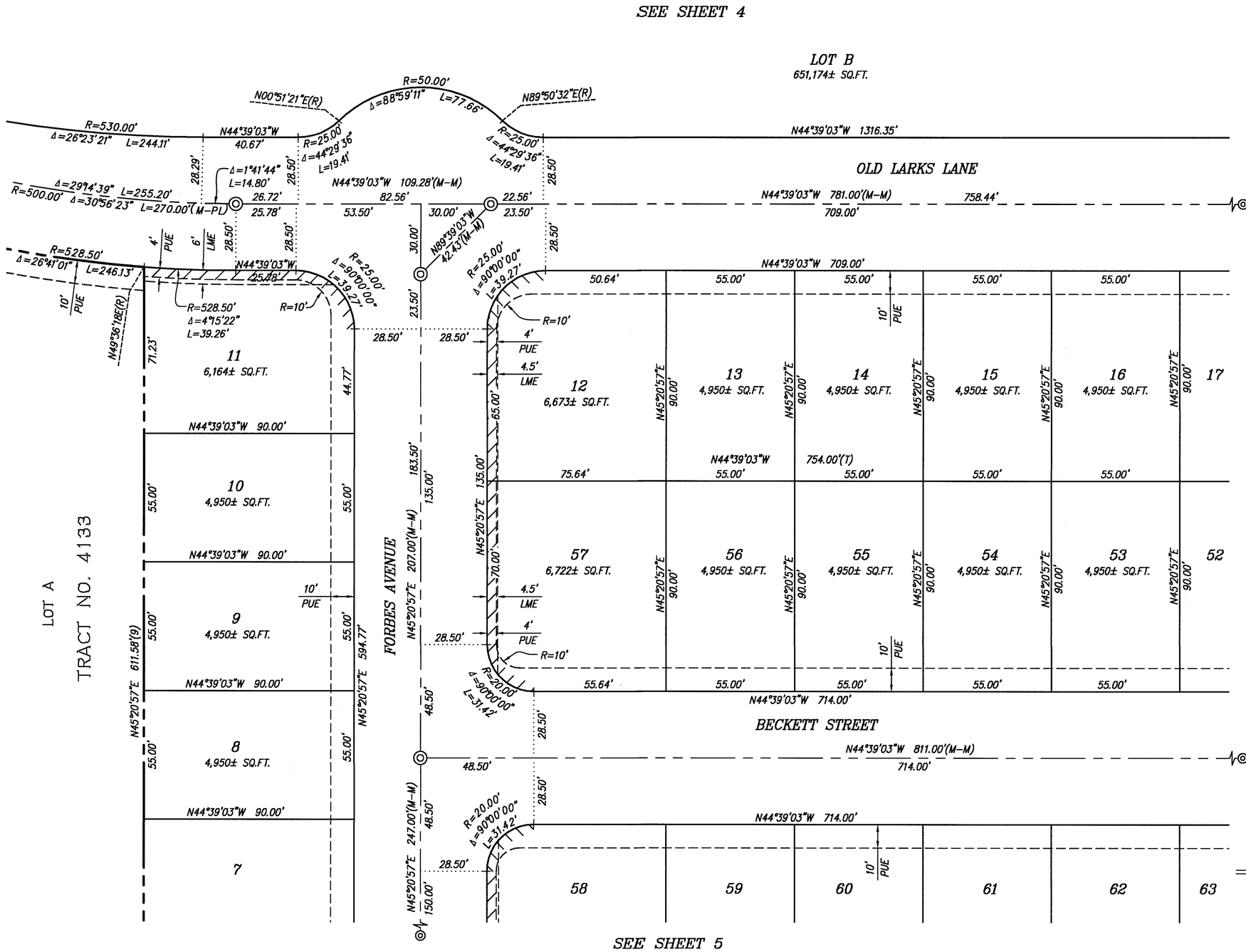
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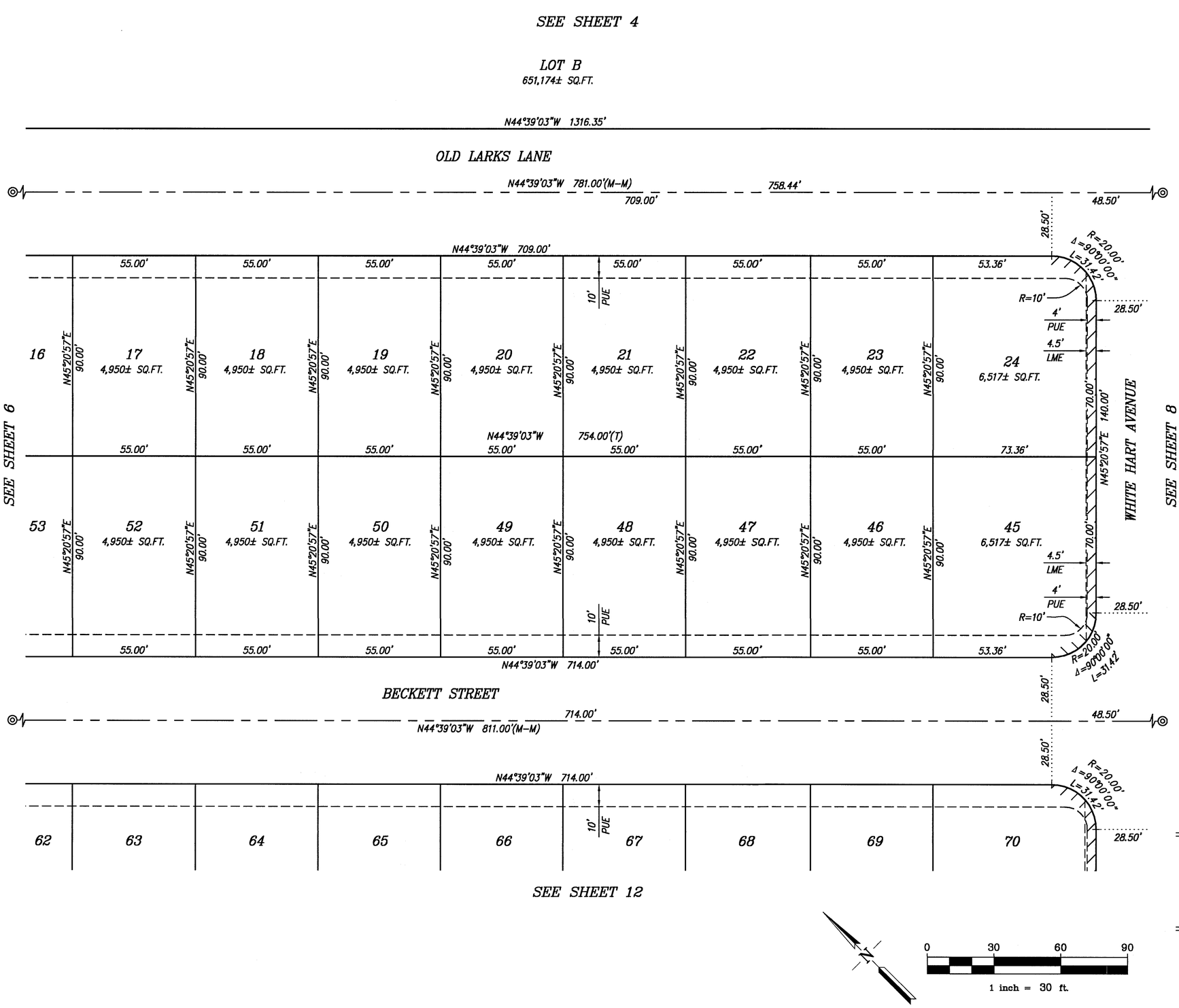
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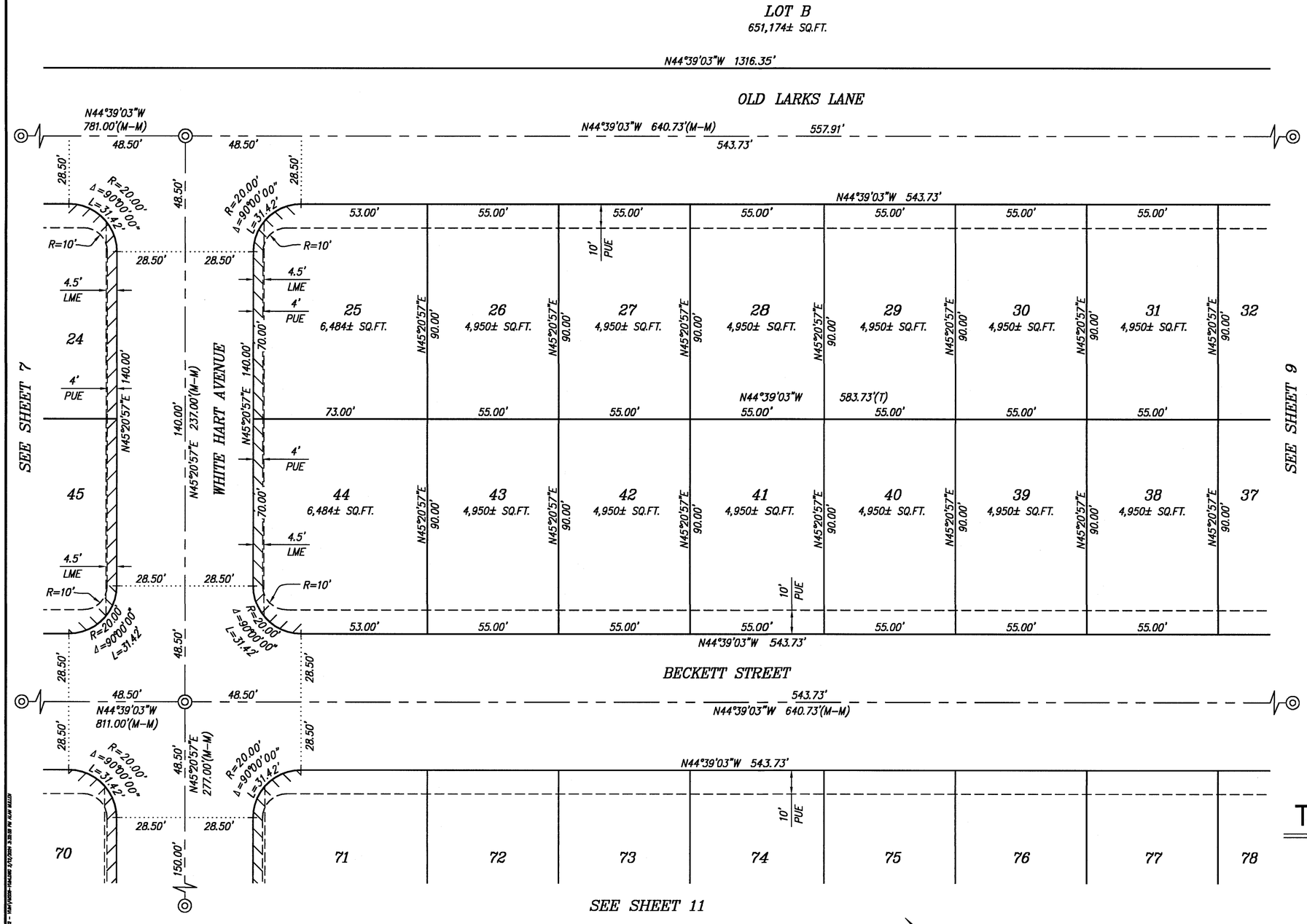
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0 30 60 90

1 inch = 30 ft.

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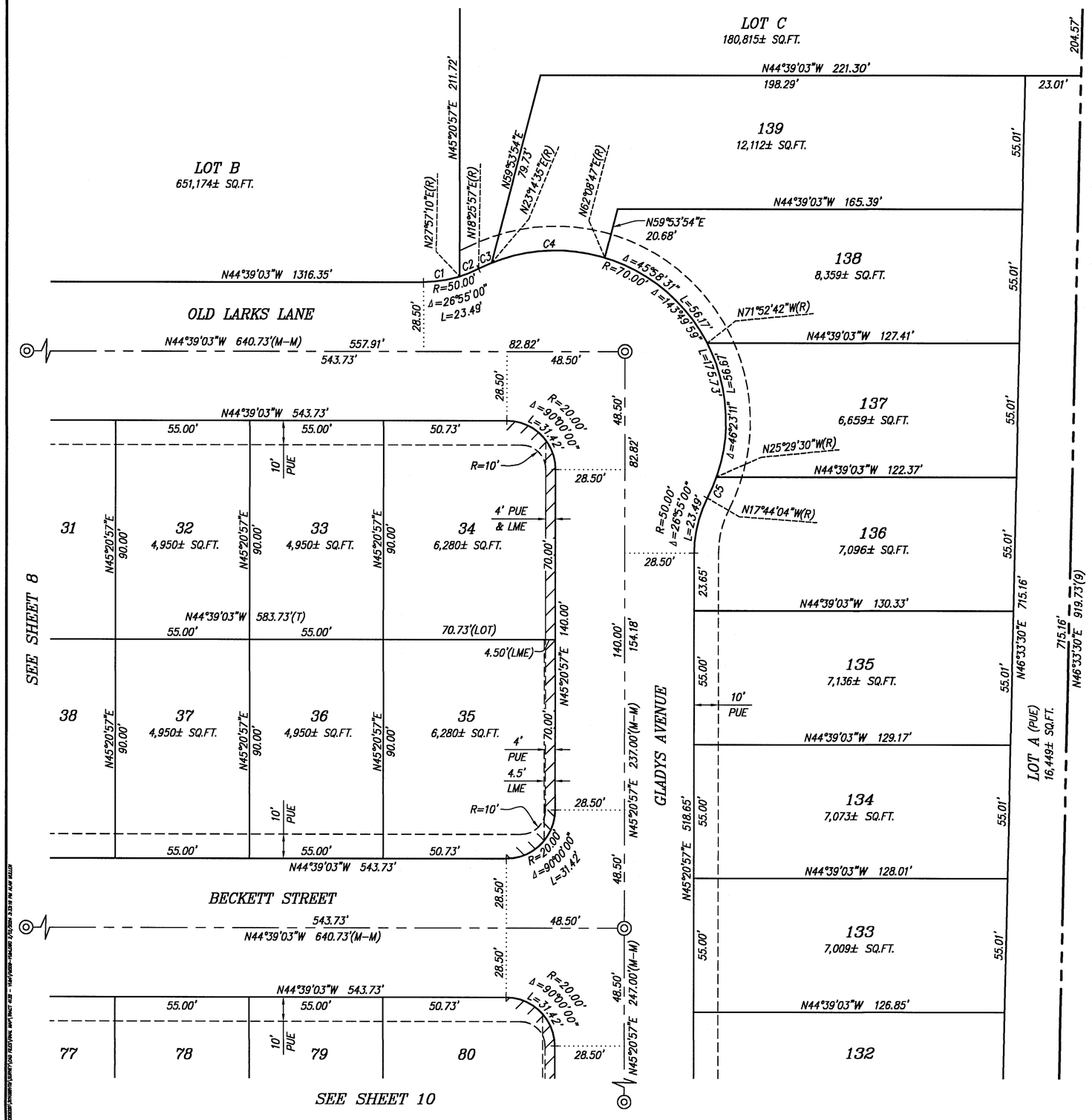
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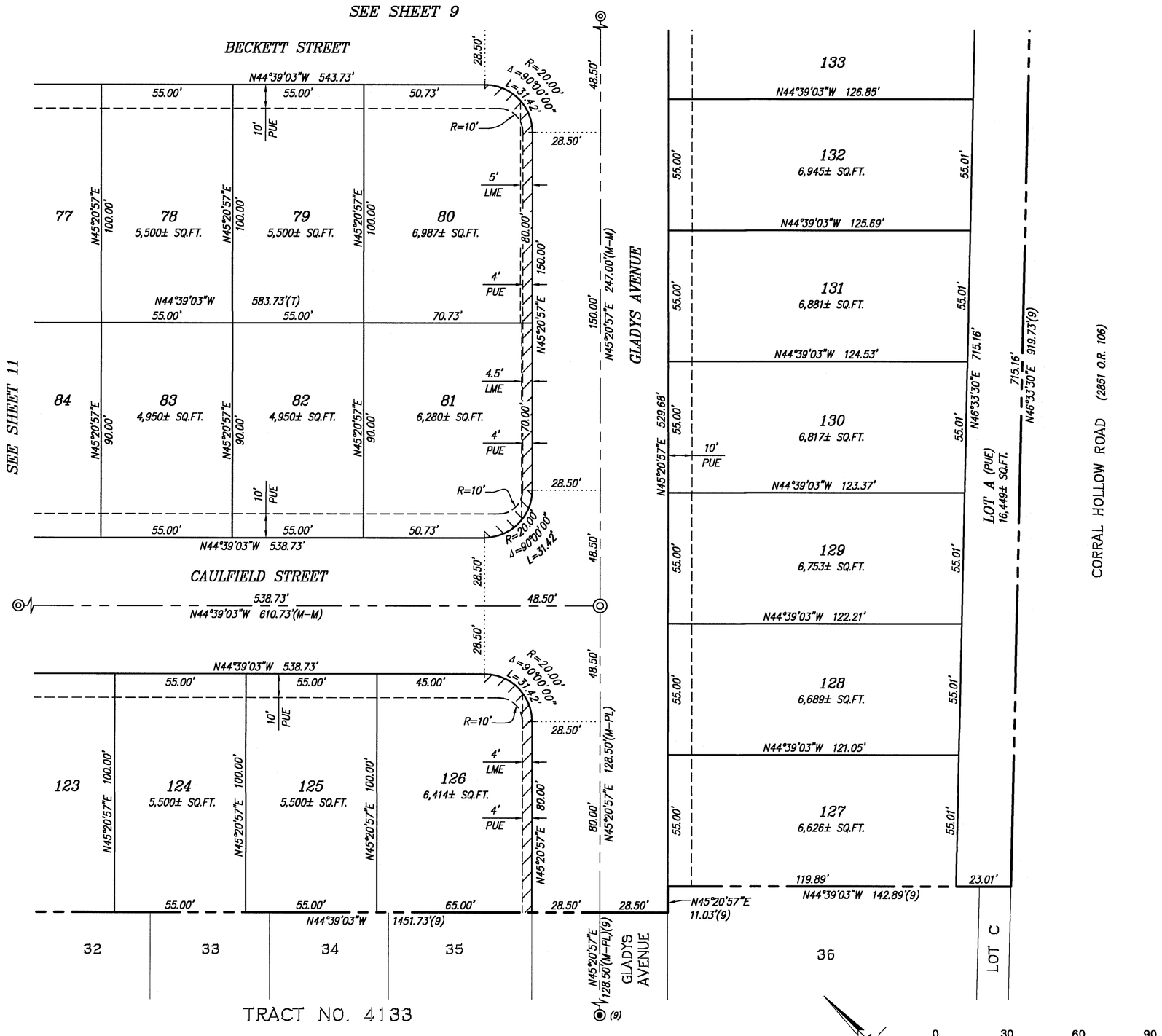
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - -	NEW EASEMENT LINE
—— – – ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
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(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

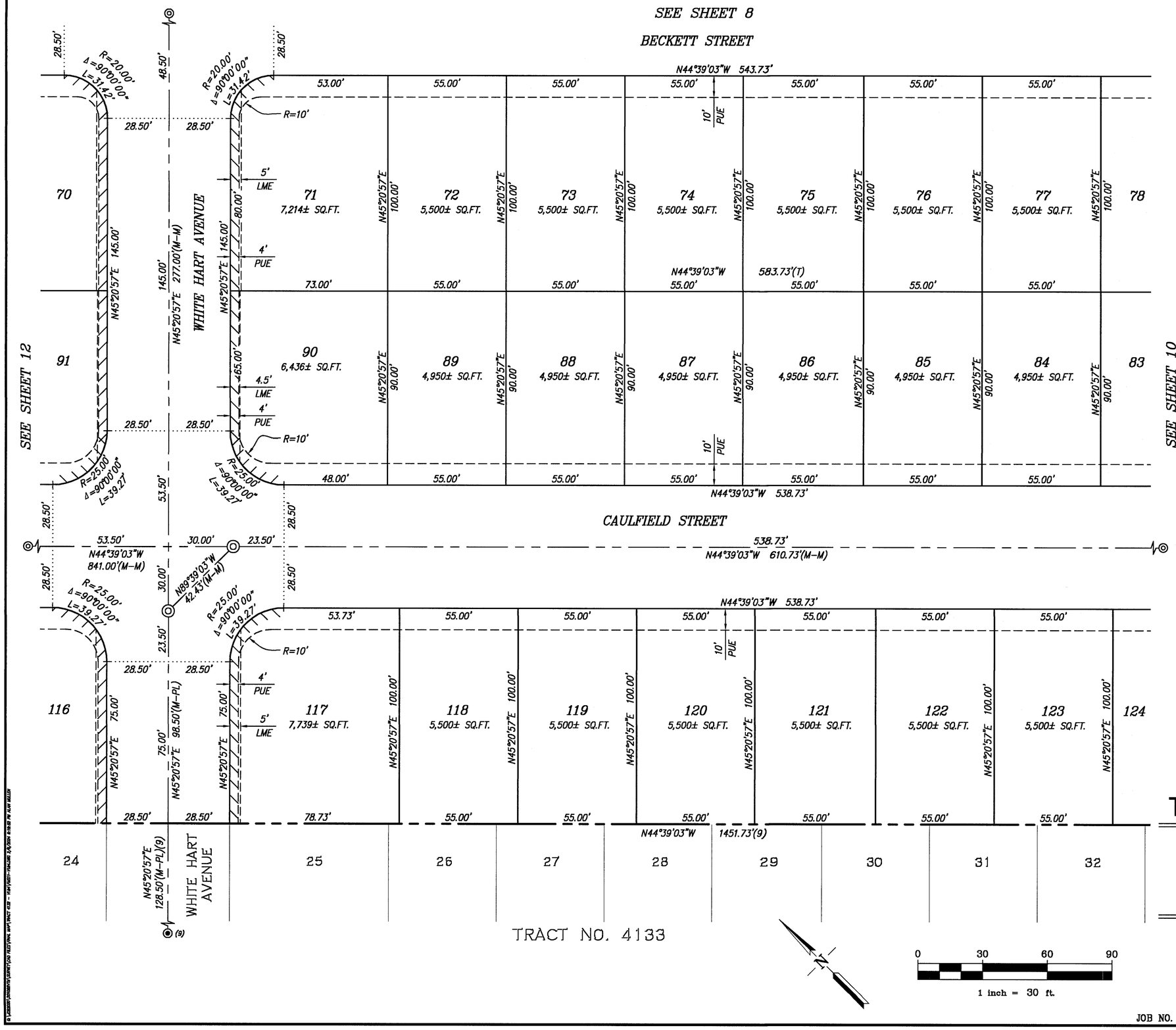
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1 AS SHOWN ON TRACT NO. 4133

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024



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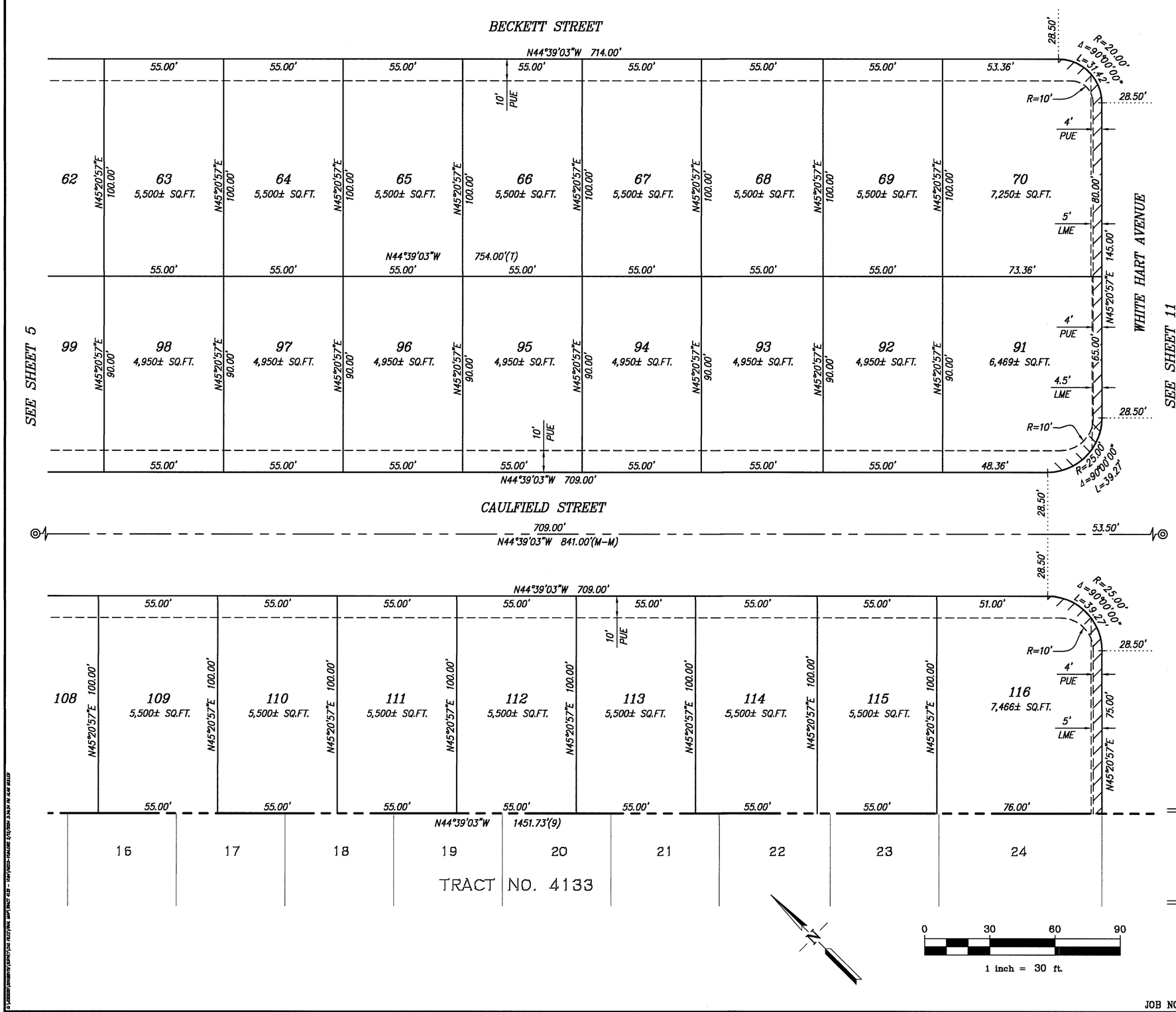
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
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FEBRUARY 2024



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SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20-0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "A", "C", AND "D") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

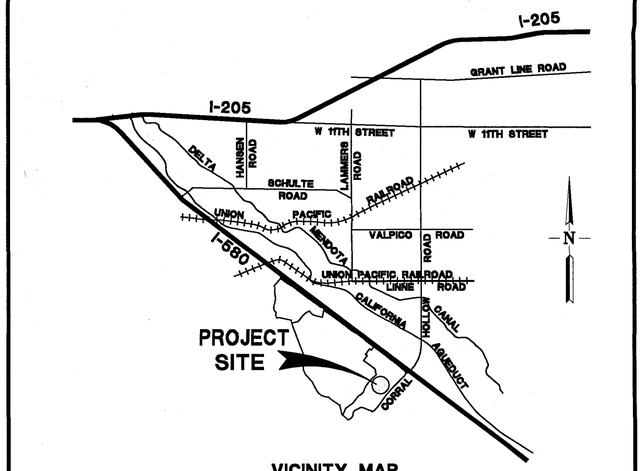
TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023-062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4133, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 2 AND 3", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "SIERRA VIEW DRIVE", "CORRAL HOLLOW ROAD", "WHITE HART AVENUE", "EMERY STREET", "FORBES AVENUE", "DASHWOOD STREET", "HANOVER WAY", "GLADYS AVENUE", AND "LEVANT PLACE" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE (1)-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE EAST END OF WHITE HART AVENUE, FORBES AVENUE, AND GLADYS AVENUE. SAID ONE (1)-FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 11, 90, AND 91 TO AND FROM FORBES AVENUE, LOT 59 TO AND FROM EMERY STREET, LOTS E, 24, 25, 57, 58, 59, 76, 77, 104, AND 105 TO AND FROM WHITE HART AVENUE, LOTS 35, 65, 66, AND 115 TO AND FROM GLADYS AVENUE, LOT 60 TO AND FROM LEVANT PLACE, LOTS E, 48, 49, 50, 51, 52, 53, 54, 55, AND 56 TO AND FROM SIERRA VIEW DRIVE.

EXECUTED THIS 25 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

Jaime Marie Cullen
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: July 01, 2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

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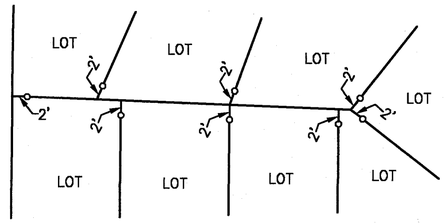
MY COMMISSION EXPIRES: July 01, 2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.

2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

EDITH AVE W.S.W.S. 4622/4 SHEET-SDR1.DWG - 03/04/24 - 08:57:00 - C:\Users\Administrator\Desktop\

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023-062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENTS (TRACY HILLS 2A, CALIFORNIA) RECORDED ON FEBRUARY 28, 2022 AS DOCUMENT NO. 2022-026709 AND ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123122 AND MODIFIED PER DOCUMENTS RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123120, AND RECORDED ON MARCH 1, 2023 AS DOCUMENT NO. 2023-015790 AND DOCUMENT NO. 2023-015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 24th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 24th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Lauren Mary Morte
PRINT NAME: LAUREN MARY MORTE
MY COMMISSION NUMBER: 2473306
MY COMMISSION EXPIRES: NOV 21, 2027
PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255, AND AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"SIERRA VIEW DRIVE", "CORRAL HOLLOW ROAD", "WHITE HART AVENUE", "EMERY STREET", "FORBES AVENUE", "DASHWOOD STREET", "HANOVER WAY", "GLADYS AVENUE", AND "LEVANT PLACE".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 24th DAY OF APRIL, 2024.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR — SCOTT A. SHORTLIDGE — No. 6441 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4133, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 2 AND 3", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER — KOOSUN KIM — No. 64769 — CIVIL — STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4133, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 2 AND 3", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR — DAVID W. ENKE — No. 4071 — STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4133, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 2 AND 3", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 11, 90, AND 91 TO AND FROM FORBES AVENUE, LOT 59 TO AND FROM EMERY STREET, LOTS E, 24, 25, 57, 58, 59, 76, 77, 104, AND 105 TO AND FROM WHITE HART AVENUE, LOTS 35, 65, 66, AND 115 TO AND FROM GLADYS AVENUE, LOT 60 TO AND FROM LEVANT PLACE, LOTS E, 48, 49, 50, 51, 52, 53, 54, 55, AND 56 TO AND FROM SIERRA VIEW DRIVE. ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE (1)-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE EAST END OF WHITE HART AVENUE, FORBES AVENUE, AND GLADYS AVENUE. ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

6/17/24 AM M:\PROJECTS\201068-TRACY HILLS\DWG\FINAL MAP\201068 FM SHEET 02.DWG, 11x17

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. STATE OF CALIFORNIA – ABUTTER'S EASEMENT RIGHTS: 2915 O.R. 621
2. 20' WIDE PRIVATE ACCESS EASEMENT PER 26 PM 77

SITE MAP

SEE SHEET 4 FOR DATA TABLES AND DETAILS
SEE SHEET 5 FOR BOUNDARY MAP
SEE SHEET 6 FOR SHEET INDEX

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023–062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

⊙	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
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(7) RECORD OF SURVEY, 30 RS 163
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(9) PARCEL MAP, 27 PM 41

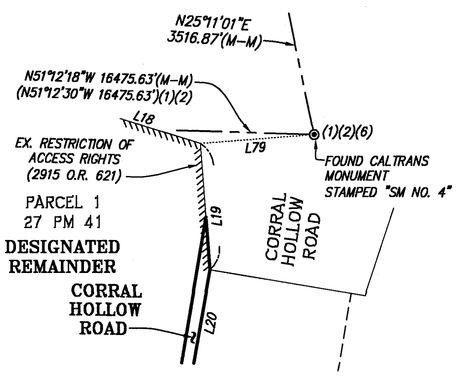
DATA TABLES AND DETAILS

SHEET 3 - SITE MAP

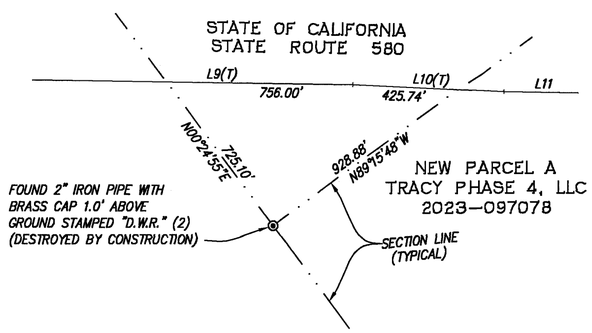
Line Table		
Line	Bearing	Distance
L1	N53°19'26"W	660.88'
L2	N56°06'02"W	501.22'
L3	N52°05'47"W	700.00'
L4	N50°03'03"W	700.45'
L5	N56°51'36"W	301.04'
L6	N52°05'47"W	1000.00'
L7	N49°48'21"W	500.40'
L8	N53°43'58"W	700.29'
L9	N52°05'47"W	1300.00'
L10	N50°11'14"W	600.33'
L11	N52°05'47"W	300.00'
L12	N53°14'32"W	1000.20'
L13	N52°05'47"W	2100.00'
L14	N48°16'56"W	300.67'
L15	N52°54'54"W	700.07'
L16	N46°00'54"W	497.16'
L17	N47°20'32"W	301.33'
L18	N35°37'15"W	201.48'
L19	N32°39'09"E	345.17'
L20	N46°56'35"E	485.86'
L21	N46°33'30"E	834.10'
L22	N36°49'30"E	1101.00'
L23	N52°46'09"E	96.17'
L24	N61°50'09"E	98.89'
L25	N65°38'09"E	49.80'
L26	N59°37'09"E	40.51'
L27	N32°43'30"W	135.17'
L28	N84°24'22"W	137.28'
L29	N67°10'21"W	100.10'
L30	N62°34'20"W	398.95'
L31	N81°29'36"W	192.76'
L32	N64°38'03"E	516.59'
L33	N35°36'18"E	218.42'
L34	N11°25'54"E	251.48'
L35	N32°39'14"E	223.33'
L36	N63°24'24"E	294.92'
L37	N47°29'28"W	552.61'
L38	N24°55'34"E	584.76'
L39	N52°45'16"E	351.21'
L40	N59°11'07"E	321.51'

Line Table		
Line	Bearing	Distance
L41	NOT USED	
L42	N38°54'59"E	414.80'
L43	N39°06'11"E	369.49'
L44	N74°42'18"E	233.47'
L45	N33°15'21"E	152.01'
L46	N23°35'09"E	297.88'
L47	N26°13'48"E	245.35'
L48	N31°42'56"E	169.52'
L49	NOT USED	
L50	NOT USED	
L51	NOT USED	
L52	N43°45'21"E	540.42'
L53	N44°45'50"E	572.00'
L54	N17°14'59"W	277.55'
L55	N41°52'32"E	55.73'
L56	N52°06'57"W	977.69'
L57	N37°53'03"E	466.00'
L58	N52°05'47"W	1296.91'
L59	N37°53'03"E	182.06'
L60	N52°06'57"W	5.00'
L61	N37°53'03"E	172.00'
L62	N52°06'57"W	167.00'
L63	N37°53'03"E	57.00'
L64	N52°06'57"W	5.00'
L65	N37°53'03"E	107.00'
L66	N52°06'57"W	5.00'
L67	N37°53'03"E	57.00'
L68	N52°06'57"W	5.00'
L69	N37°53'03"E	180.00'
L70	N52°06'57"W	5.00'
L71	N37°53'03"E	57.00'
L72	N52°06'57"W	5.00'
L73	N37°53'03"E	5.00'
L74	N52°06'57"W	57.00'
L75	N37°53'03"E	5.00'
L76	N52°06'57"W	65.00'
L77	N38°47'42"E	106.64'
L78	N51°12'18"W	4034.99'
L79	N57°28'12"W	92.60'

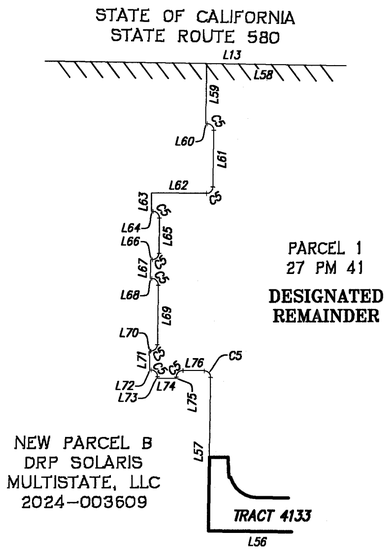
Curve Table			
Curve	Radius	Delta	Length
C1	4327.18'	09°44'00"	735.10'
C2	1879.86'	11°43'39"	384.78'
C3	921.00'	67°18'28"	1081.94'
C4	453.50'	34°14'22"	271.01'
C5	20.00'	90°00'00"	31.42'



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

TRACT NO. 4133
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TRACY HILLS VILLAGES 2 AND 3

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FEBRUARY 2024

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BASIS OF BEARINGS

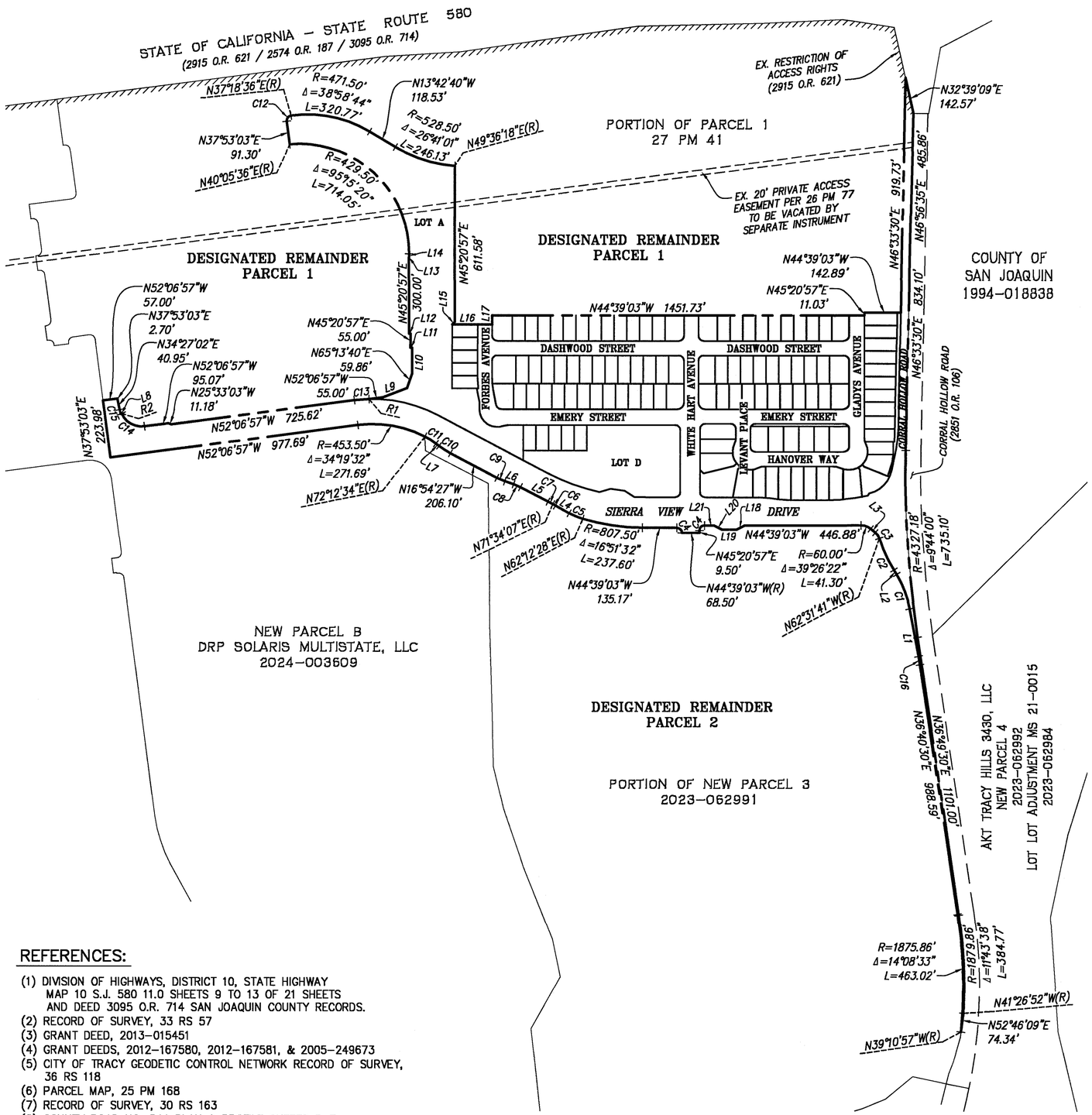
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LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
——— — — ———	MONUMENT LINE
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(9) PARCEL MAP, 27 PM 41



Curve Table				
Curve	Radius	Delta	Length	
C1	400.00'	20°51'07"	145.57'	
C2	578.00'	13°33'59"	136.86'	
C3	48.00'	32°41'00"	27.38'	
C4	20.00'	90°00'00"	31.42'	(9)
C5	270.50'	12°19'17"	58.17'	(9)
C6	229.50'	2°57'38"	11.86'	(9)
C7	796.50'	1°31'26"	21.19'	(9)
C8	185.00'	9°13'30"	29.79'	(9)
C9	215.00'	9°13'30"	34.62'	(9)
C10	320.50'	9°40'39"	54.13'	(9)
C11	279.50'	10°33'39"	51.52'	(9)
C12	20.00'	89°25'33"	31.22'	
C13	551.50'	5°58'44"	57.55'	
C14	85.00'	73°36'35"	109.20'	
C15	135.00'	7°20'39"	17.30'	
C16	1000.00'	1°55'03"	33.47'	

Line Table			
Line	Bearing	Distance	
L1	N34°45'27"E	188.03'	
L2	N13°54'19"E	20.50'	
L3	N05°12'41"W	23.53'	
L4	N15°28'14"W	61.60'	(9)
L5	N16°54'27"W	121.94'	(9)
L6	N26°07'56"W	36.35'	(9)
L7	N07°13'47"W	14.52'	(9)
L8	N63°27'04W	3.94'	
L9	N65°27'01"W	101.16'	
L10	N45°20'57"E	101.68'	
L11	N44°39'03"W	6.59'	
L12	N44°39'03"W	6.41'	
L13	N44°39'03"W	1.00'	
L14	N45°20'57"E	13.95'	
L15	N88°37'53"W	13.90'	
L16	N44°39'03"W	157.00'	
L17	N45°20'57"E	35.77'	
L18	N71°50'37"W	35.38'	
L19	N44°39'03"W	57.81'	
L20	N17°27'12"W	35.37'	
L21	N44°39'03"W	36.71'	

Radial Bearing Table	
No.	Bearing
R1	N43°51'47"E
R2	N68°30'22"W

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 42.11±ACRES
AREA OF LOTS 1–115 = 15.14±ACRES
AREA OF STREETS = 16.82±ACRES

GRID NOTE:

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BASIS OF BEARINGS

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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
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- LME LANDSCAPE MAINTENANCE EASEMENT
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- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
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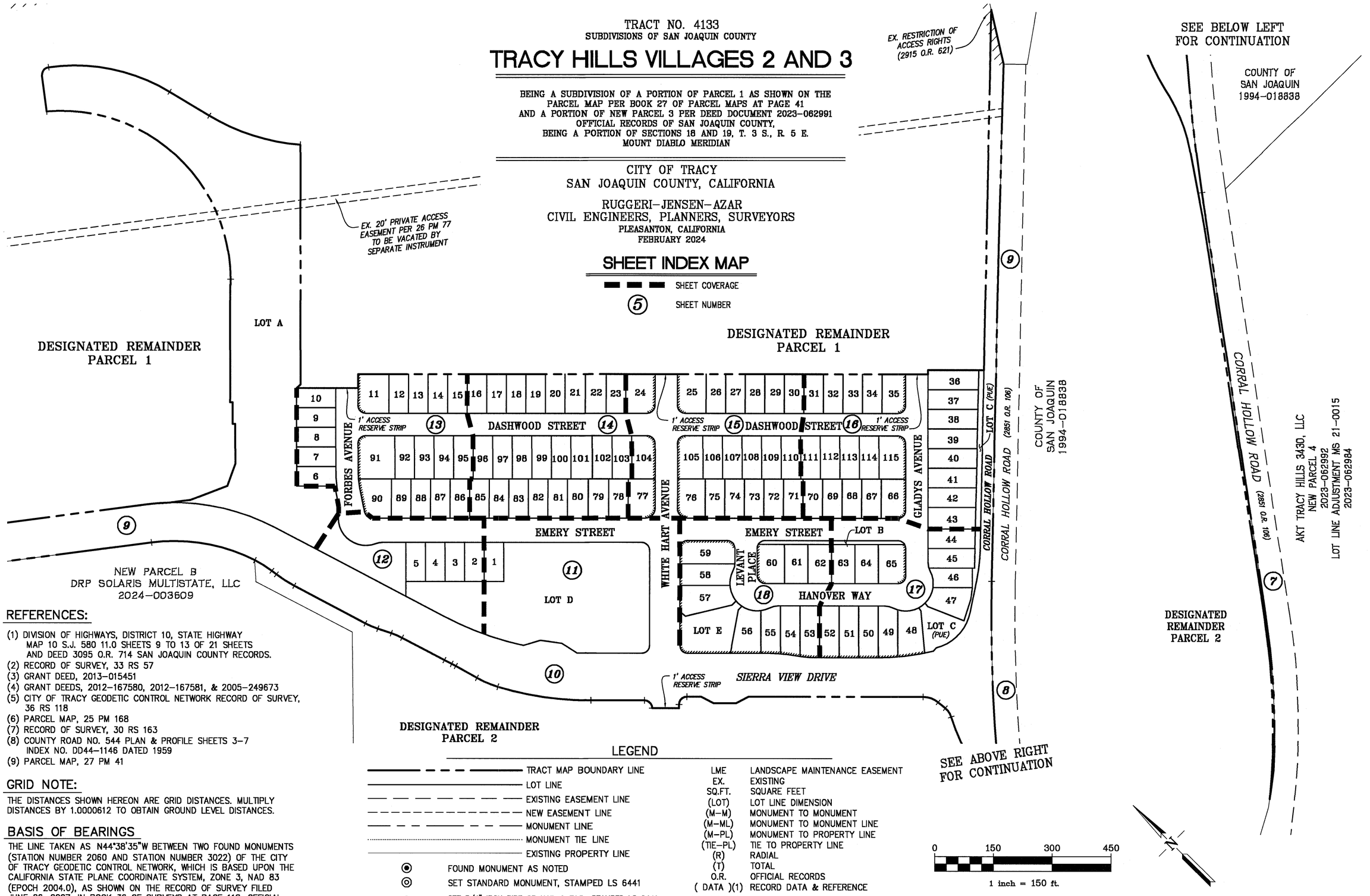
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
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SHEET INDEX MAP

SHEET COVERAGE

(5) SHEET NUMBER



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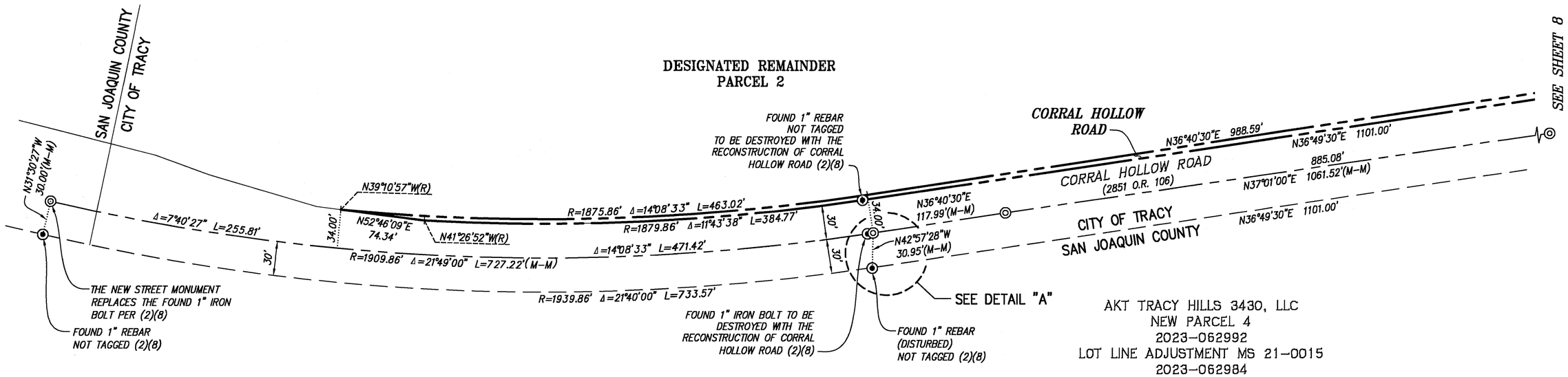
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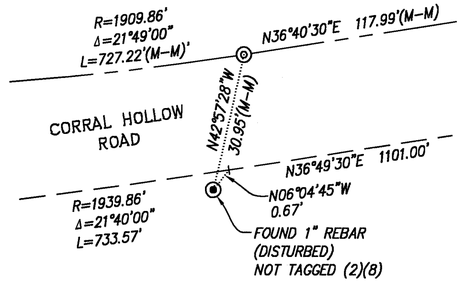
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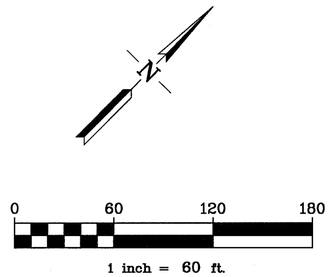
TRACT MAP BOUNDARY LINE	LME LANDSCAPE MAINTENANCE EASEMENT
LOT LINE	EX. EXISTING
EXISTING EASEMENT LINE	SQ.FT. SQUARE FEET
NEW EASEMENT LINE	(LOT) LOT LINE DIMENSION
MONUMENT LINE	(M-M) MONUMENT TO MONUMENT
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EXISTING PROPERTY LINE	(M-PL) MONUMENT TO PROPERTY LINE
FOUND MONUMENT AS NOTED	(TIE-PL) TIE TO PROPERTY LINE
SET STANDARD MONUMENT, STAMPED LS 6441	(R) RADIAL
SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	(T) TOTAL
PUE PUBLIC UTILITY EASEMENT	O.R. OFFICIAL RECORDS
	(DATA)(1) RECORD DATA & REFERENCE
	ABUTTERS RIGHTS OF ACCESS RELINQUISHED



AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023-062992
LOT LINE ADJUSTMENT MS 21-0015
2023-062984



DETAIL "A"
NOT TO SCALE



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) PARCEL MAP, 27 PM 41

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— - ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
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(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
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TRACT NO. 4133
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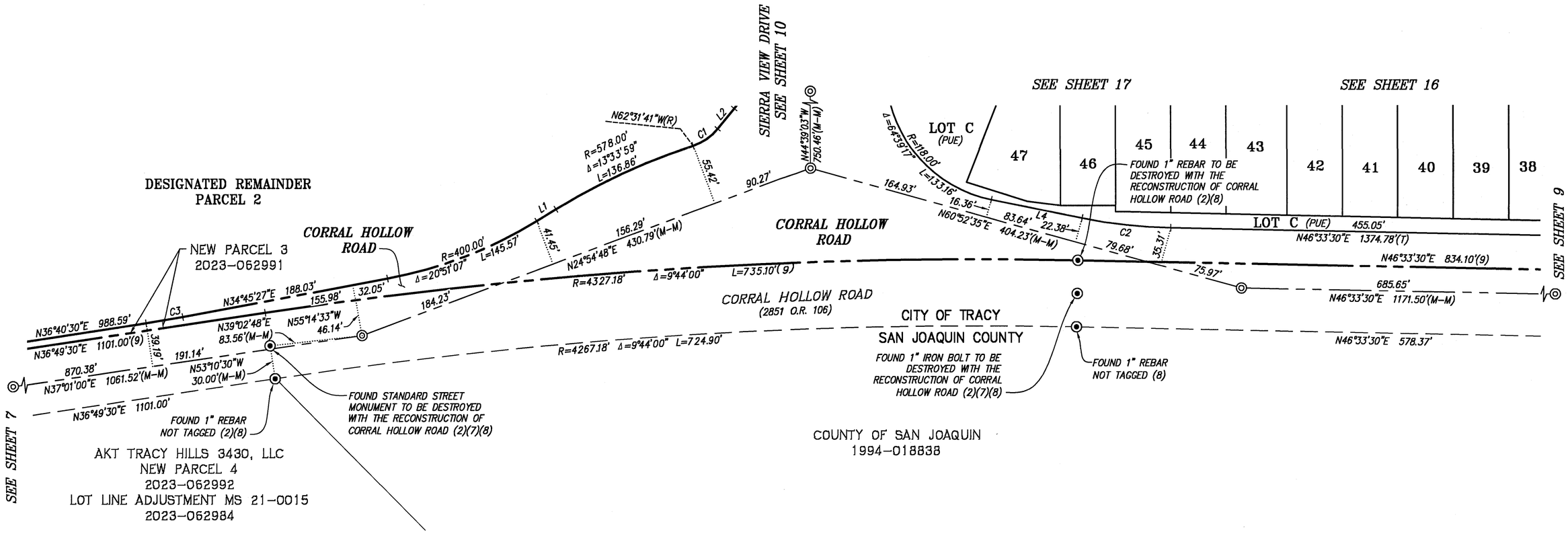
TRACY HILLS VILLAGES 2 AND 3

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Line Table		
Line	Bearing	Length
L1	N13°54'19"E	20.50'
L2	N5°12'41"W	23.53'
L3	N38°28'40"W	50.19'
L4	N56°45'31"E	83.86'

Curve Table			
Curve	Radius	Delta	Length
C1	48.00'	32°41'00"	27.38'
C2	454.00'	10°12'01"	80.82'
C3	1000.00'	1°55'03"	33.47'

REFERENCES:

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(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) PARCEL MAP, 27 PM 41

GRID NOTE:

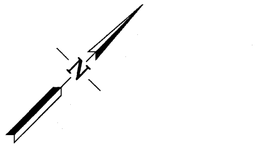
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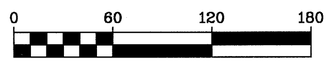
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LEGEND

TRACT MAP BOUNDARY LINE	
LOT LINE	
EXISTING EASEMENT LINE	
NEW EASEMENT LINE	
MONUMENT LINE	
MONUMENT TIE LINE	
EXISTING PROPERTY LINE	
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
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1 inch = 60 ft.

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

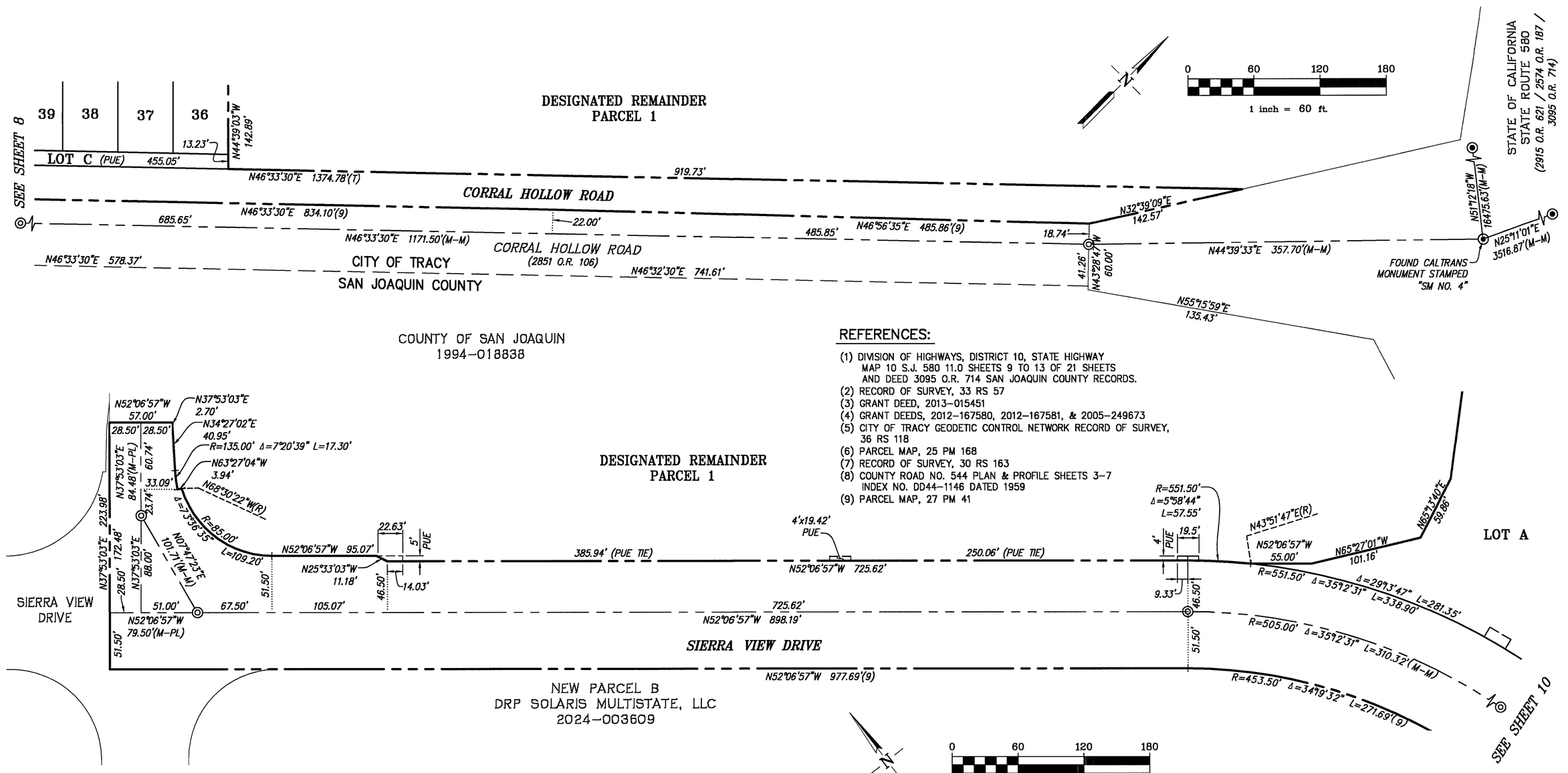
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

ESTIMATE MAY BE USED FOR SURVEY PURPOSES - 2023 - 062992 - 062984 - 062991 - 062992 - 062984 - 062991 - 062992 - 062984



REFERENCES:

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(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) PARCEL MAP, 27 PM 41

GRID NOTE:

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BASIS OF BEARINGS

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LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
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EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
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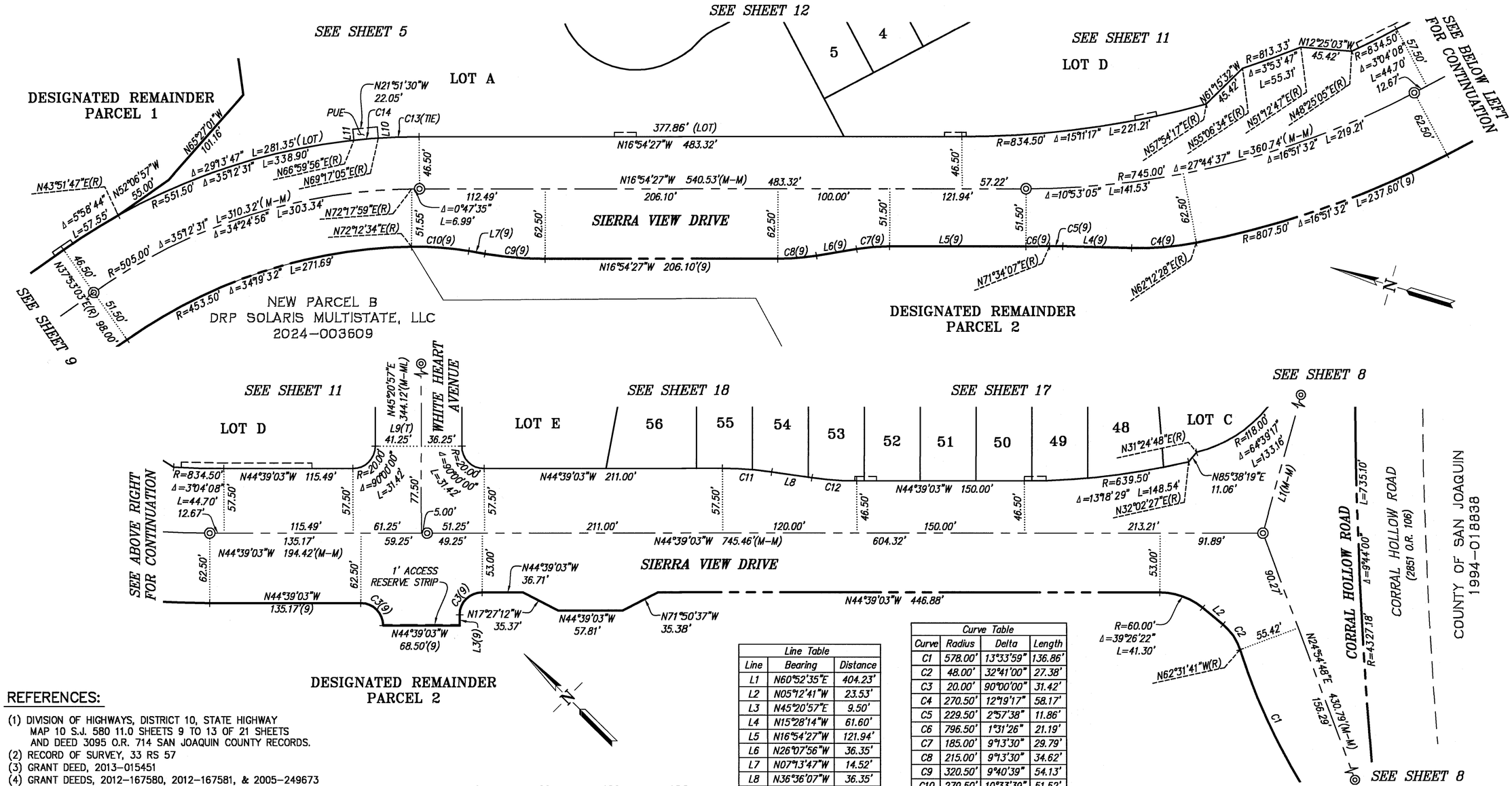
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PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



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GRID NOTE:

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BASIS OF BEARINGS

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Line Table		
Line	Bearing	Distance
L1	N60°52'35"E	404.23'
L2	N05°12'41"W	23.53'
L3	N45°20'57"E	9.50'
L4	N15°28'14"W	61.60'
L5	N16°54'27"W	121.94'
L6	N26°07'56"W	36.35'
L7	N07°13'47"W	14.52'
L8	N36°36'07"W	36.35'
L9	N44°39'03"W	77.50'
L10	N68°24'55"E	10.00'
L11	N68°08'30"E	10.00'

Curve Table			
Curve	Radius	Delta	Length
C1	578.00'	13°33'59"	136.86'
C2	48.00'	32°41'00"	27.38'
C3	20.00'	90°00'00"	31.42'
C4	270.50'	12°19'17"	58.17'
C5	229.50'	2°57'38"	11.86'
C6	796.50'	1°31'26"	21.19'
C7	185.00'	9°13'30"	29.79'
C8	215.00'	9°13'30"	34.62'
C9	320.50'	9°40'39"	54.13'
C10	279.50'	10°33'39"	51.52'
C11	315.50'	8°02'53"	44.32'
C12	284.50'	8°02'57"	39.97'
C13	551.50'	3°48'29"	36.65'
C14	551.50'	2°17'09"	22.00'

0 60 120 180
1 inch = 60 ft.

LEGEND

TRACT MAP BOUNDARY LINE	
LOT LINE	
EXISTING EASEMENT LINE	
NEW EASEMENT LINE	
MONUMENT LINE	
MONUMENT TIE LINE	
EXISTING PROPERTY LINE	
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
PUE	PUBLIC UTILITY EASEMENT
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EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
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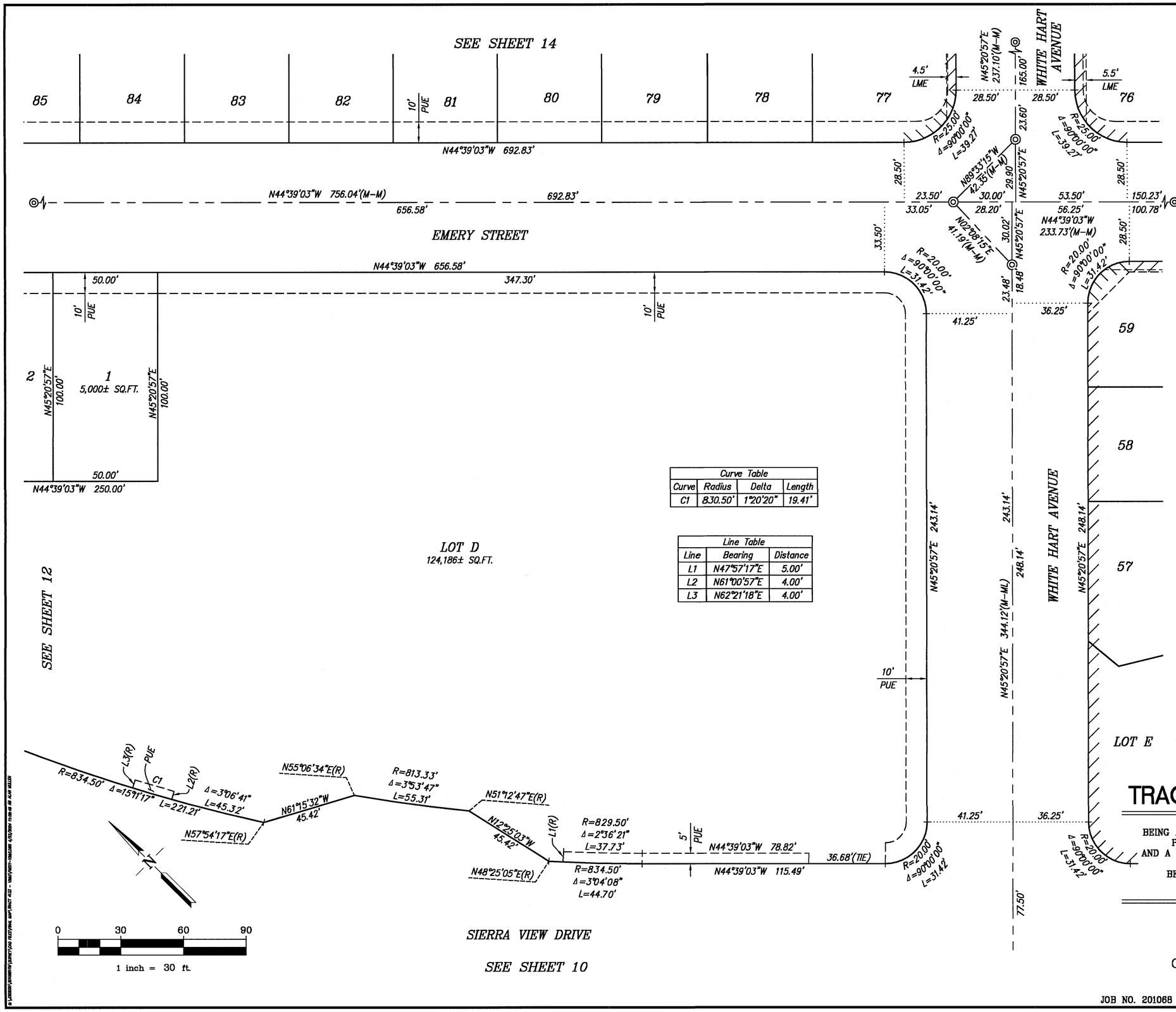
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SUBDIVISIONS OF SAN JOAQUIN COUNTY

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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



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(9) PARCEL MAP, 27 PM 41

GRID NOTE:

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BASIS OF BEARINGS

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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
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- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
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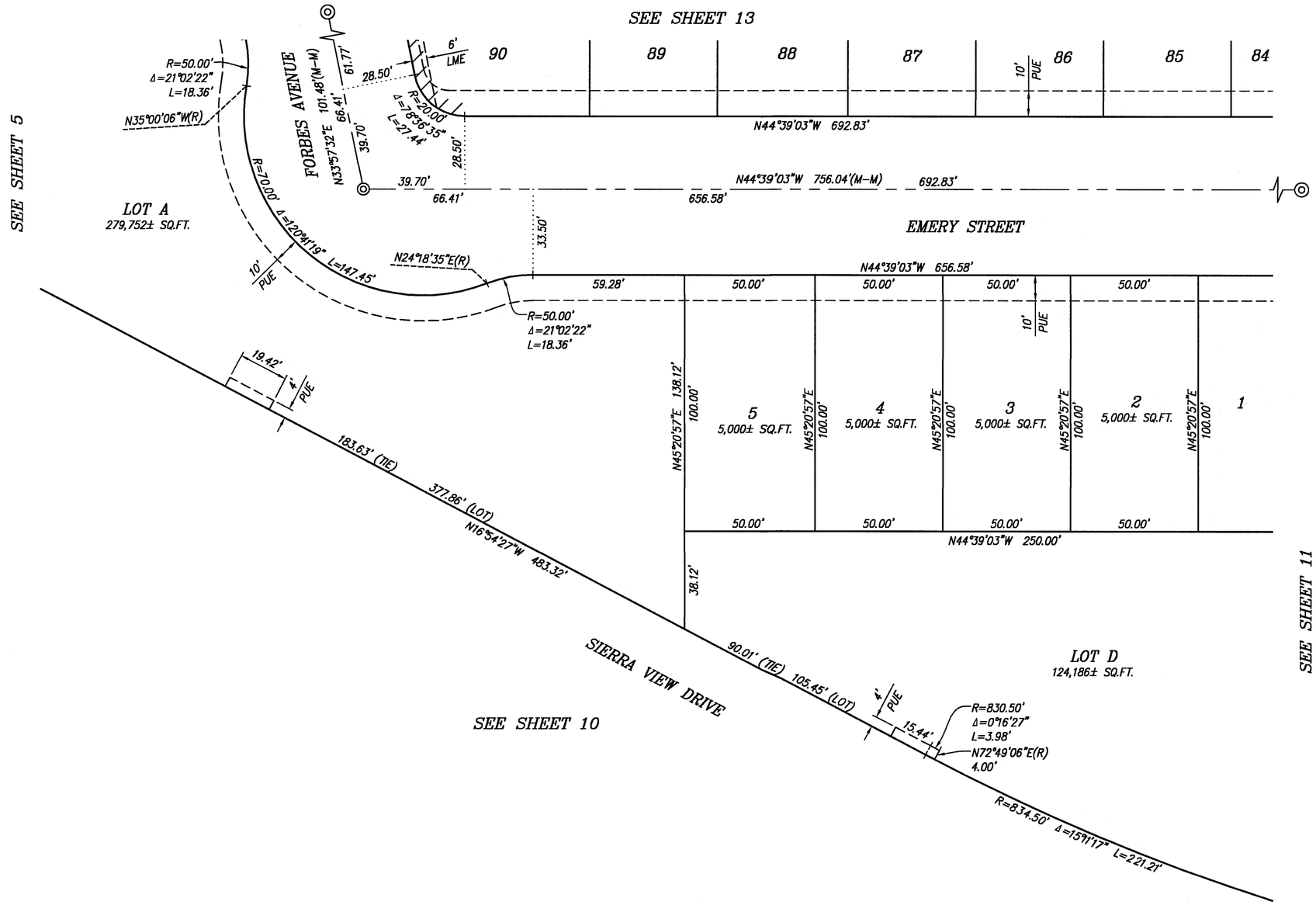
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LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — — —	EXISTING EASEMENT LINE
– – – –	NEW EASEMENT LINE
—— – – ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
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PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
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(T)	TOTAL
O.R.	OFFICIAL RECORDS
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TRACY HILLS VILLAGES 2 AND 3

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RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

Curve Table			
Curve	Radius	Delta	Length
C1	283.50'	3°27'30"	17.11'
C2	278.50'	8°04'31"	39.25'
C3	221.50'	6°07'07"	23.65'
C4	221.50'	5°16'18"	20.38'

DESIGNATED REMAINDER
PARCEL 1

N88°37'53"W 13.90'
N45°20'57"E 611.58'
N44°39'03"W 157.00'
N44°39'03"W 1451.73'
N45°20'57"E 35.77'
79.00' 50.00' 50.00' 50.00' 50.00'
80.00'
28.50' 28.50'
1' ACCESS RESERVE STRIP
4.5' LME
4' PUE
10' PUE
R=10'
R=20.00' Δ=90°00'00" L=31.42'
92.73'(M-PL)
44.23'
48.50'
59.00' 50.00' 50.00' 50.00' 50.00'
N44°39'03"W 714.00'

DASHWOOD STREET
N44°39'03"W 811.00'(M-M)
714.00'

10 5,000± SQ.FT.
9 5,000± SQ.FT.
8 5,000± SQ.FT.
7 5,000± SQ.FT.
6 5,036± SQ.FT.
LOT A 279,752± SQ.FT.
11 7,814± SQ.FT.
12 5,000± SQ.FT.
13 5,000± SQ.FT.
14 5,000± SQ.FT.
15 5,000± SQ.FT.
16
91 10,248± SQ.FT.
92 5,500± SQ.FT.
93 5,500± SQ.FT.
94 5,500± SQ.FT.
95 5,500± SQ.FT.
96
90 7,474± SQ.FT.
89 5,000± SQ.FT.
88 5,000± SQ.FT.
87 5,000± SQ.FT.
86 5,000± SQ.FT.
85

N45°20'57"E 250.00' 210.88'
N44°39'03"W 100.00'
10' PUE
FORBES AVENUE
N45°20'57"E 118.15'(M-M)
69.65'
10.88'
N44°39'03"W 28.50' 28.50'
N49°55'21"W(R)
N44°39'03"W 753.06'(T)
93.06' 84.16' 50.00' 50.00' 50.00' 50.00' 50.00'
R=250.00' Δ=11°23'25" L=49.70'(M-M)
R=221.50' Δ=11°23'25" L=44.03'
C1 C2 C3 C4
N52°43'34"W(R)
N44°39'03"W 102.76' 97.71'
5.05'
N56°02'28"W 33.50'
N52°34'58"W(R)
N33°57'32"E 35.06' 61.77'
33.50'
R=50.00' Δ=21°02'22" L=18.36'
N35°00'06"W(R)
R=70.00' Δ=120°41'19" L=147.45'
101.48'(M-M)
66.41'
39.70'
R=10'
R=20.00' Δ=79°56'35" L=27.91'
48.93' 50.00' 50.00' 50.00' 50.00'
N44°39'03"W 692.83'

EMERY STREET
39.70' 692.83' N44°39'03"W 756.04'(M-M)
66.41' 656.58'

SEE SHEET 5
SEE SHEET 14
SEE SHEET 12

0 30 60 90
1 inch = 30 ft.

REFERENCES:

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(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) PARCEL MAP, 27 PM 41

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
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O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
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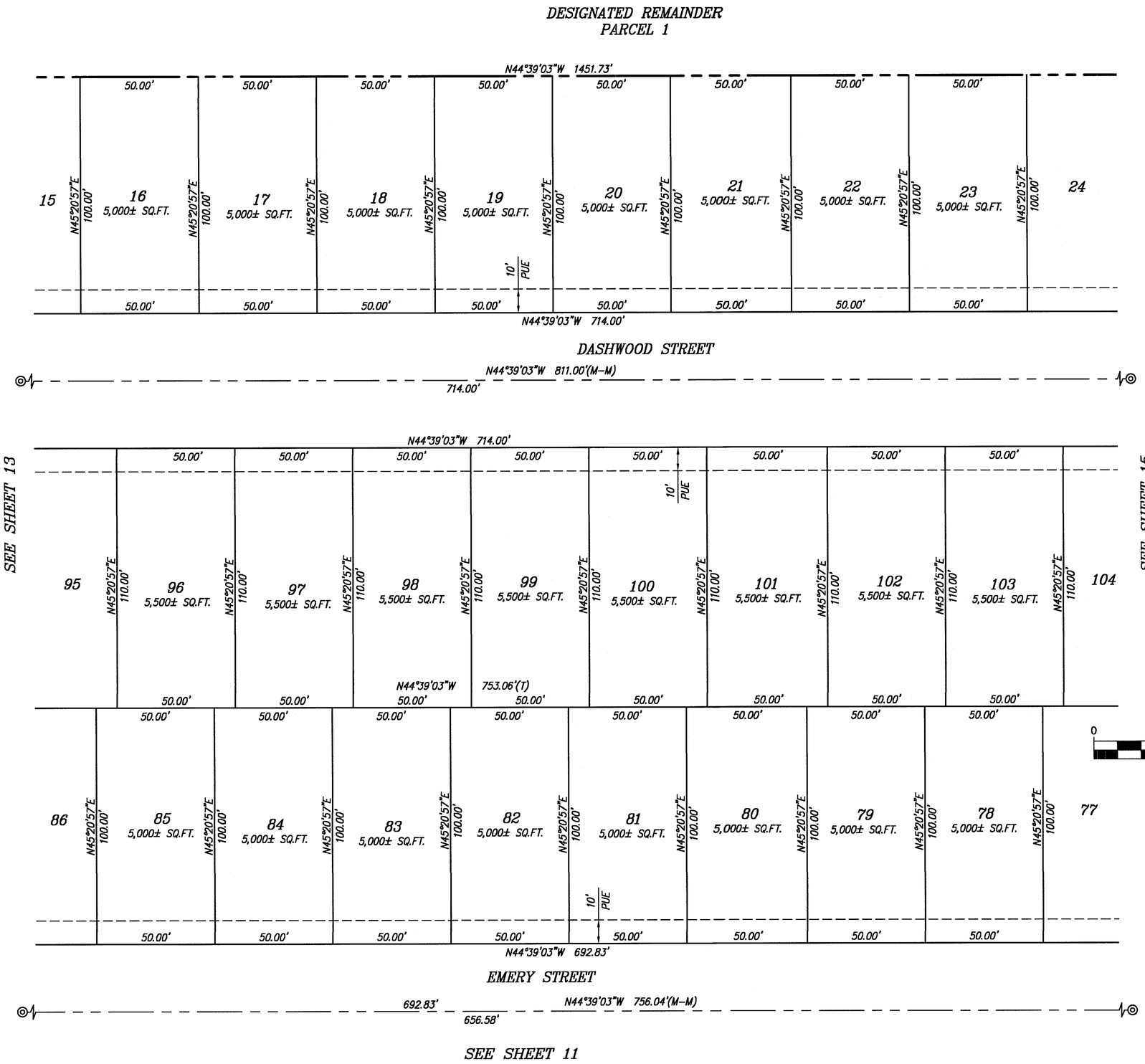
TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023-062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



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— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— - - ——	MONUMENT LINE
.....	MONUMENT TIE LINE
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(R)	RADIAL
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O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
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0 30 60 90

1 inch = 30 ft.

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

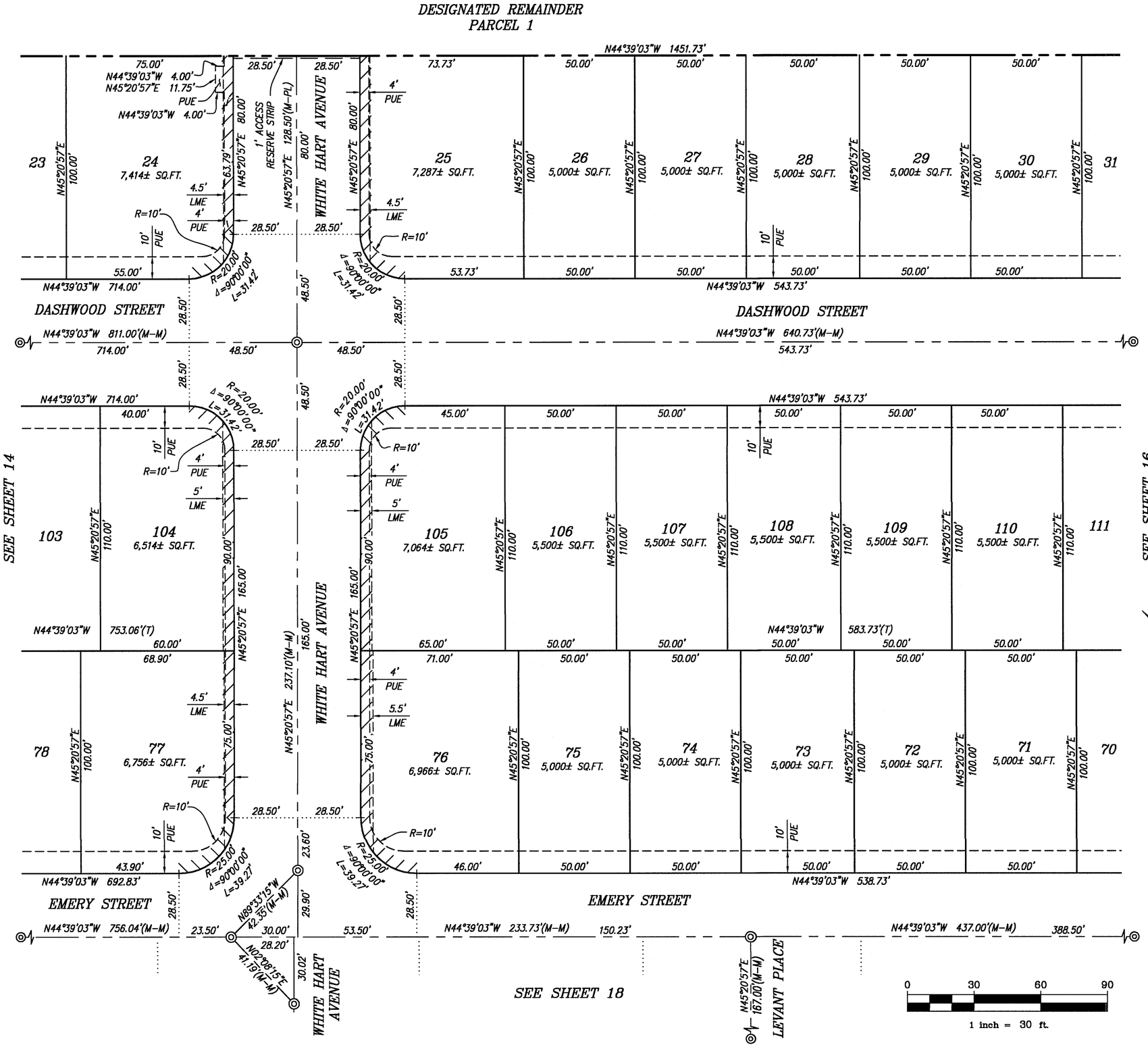
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PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



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SUBDIVISIONS OF SAN JOAQUIN COUNTY

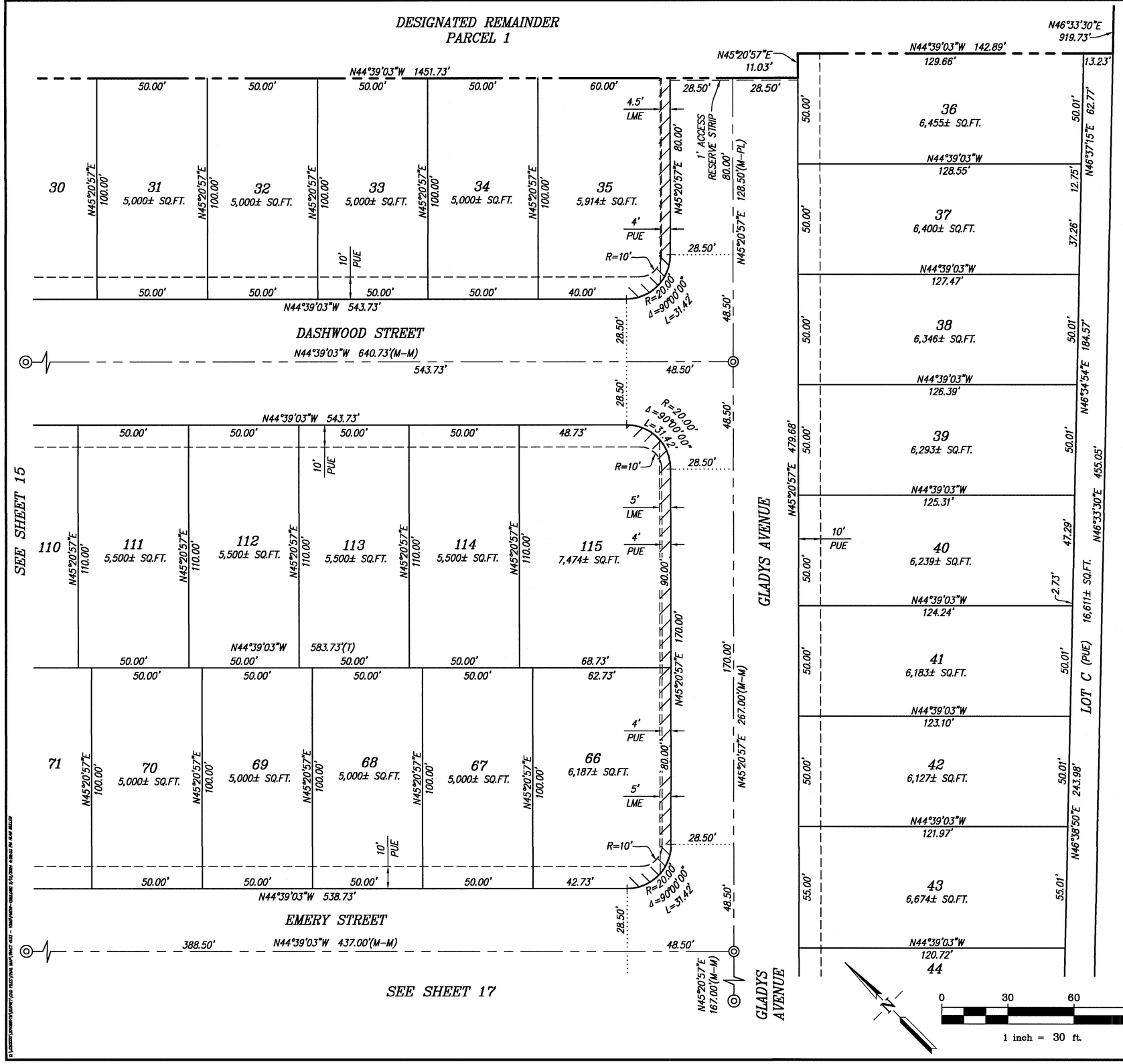
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FEBRUARY 2024



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- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
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- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

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PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
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O.R.	OFFICIAL RECORDS
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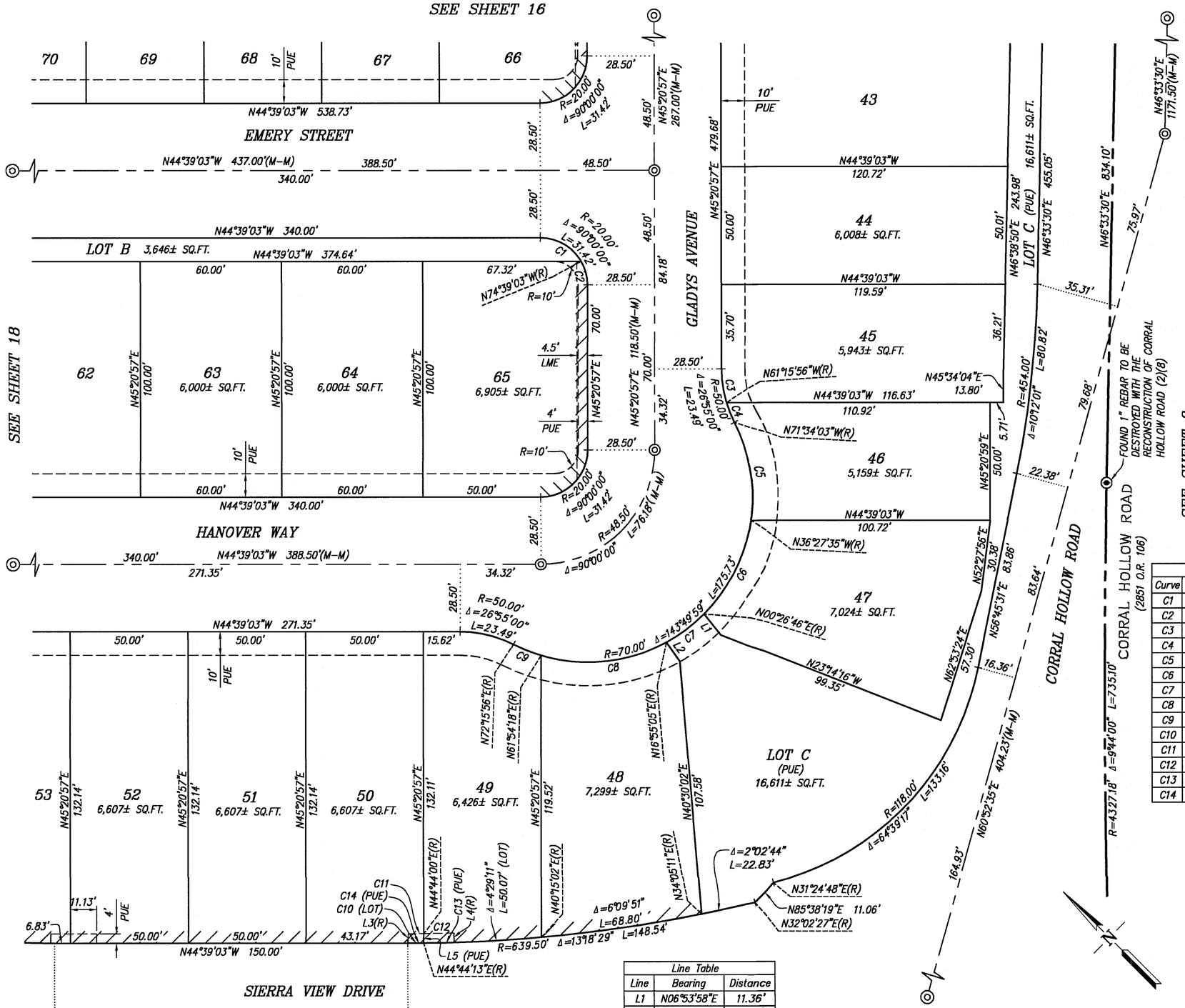
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SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Line Table		
Line	Bearing	Distance
L1	N06°53'58"E	11.36'
L2	N10°07'33"E	9.89'
L3	N45°19'42"E	4.00'
L4	N43°34'43"E	4.00'
L5	N45°20'57"E	4.00'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	60°00'00"	20.94'
C2	20.00'	30°00'00"	10.47'
C3	50.00'	16°36'52"	14.50'
C4	50.00'	10°18'07"	8.99'
C5	70.00'	35°06'28"	42.89'
C6	70.00'	36°54'21"	45.09'
C7	70.00'	16°28'19"	20.12'
C8	70.00'	44°59'13"	54.96'
C9	70.00'	10°21'39"	12.66'
C10	639.50'	0°36'43"	6.83'
C11	635.50'	0°35'42"	6.60'
C12	635.50'	1°09'16"	12.81'
C13	639.50'	1°09'30"	12.93'
C14	639.50'	0°35'28"	6.60'

REFERENCES:

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(9) PARCEL MAP, 27 PM 41

GRID NOTE:

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BASIS OF BEARINGS

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LEGEND

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- LOT LINE
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PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
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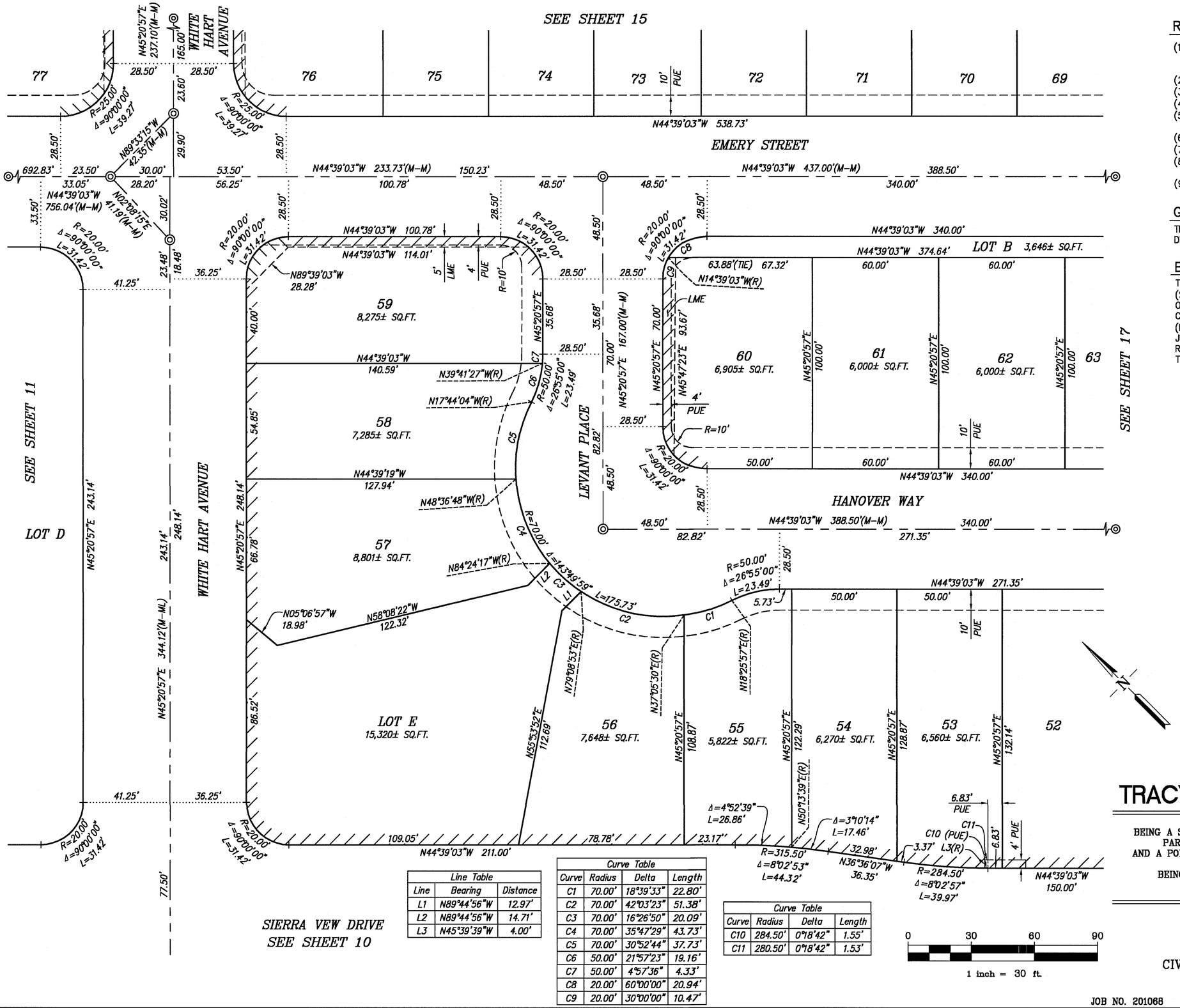
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CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Line Table		
Line	Bearing	Distance
L1	N89°44'56"W	12.97'
L2	N89°44'56"W	14.71'
L3	N45°39'39"W	4.00'

Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	18°39'33"	22.80'
C2	70.00'	42°03'23"	51.38'
C3	70.00'	16°26'50"	20.09'
C4	70.00'	35°47'29"	43.73'
C5	70.00'	30°52'44"	37.73'
C6	50.00'	21°57'23"	19.16'
C7	50.00'	4°57'36"	4.33'
C8	20.00'	60°00'00"	20.94'
C9	20.00'	30°00'00"	10.47'

Curve Table			
Curve	Radius	Delta	Length
C10	284.50'	0°18'42"	1.55'
C11	280.50'	0°18'42"	1.53'

0 30 60 90

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PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20-0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOTS "A", "B", "C", "D", AND "E") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

I:\projects\201068\Civil\Drawings\Final Maps\FM 2 - Additional Info Sheet.dwg 2/14/2024 4:53:16 PM

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4134, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 5 AND 6", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "LINDEN AVENUE", "POND PLACE", "STANEK AVENUE", "ULSTER AVENUE", "RABINO AVENUE", "OSCAR DRIVE", "OLD LARKS LANE", "JONAH STREET", "NATION WAY", "KISMET STREET", AND "PENELOPE STREET" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS LOT "A" FOR PUBLIC PARK PURPOSES",

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE NORTH END OF OLD LARKS LANE, JONAH STREET, KISMET STREET, THE WEST SIDE OF LINDEN AVENUE, AND THE SOUTH END OF LINDEN AVENUE. SAID ONE (1) FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS //////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 13 AND 14 TO AND FROM POND PLACE, LOTS 77, 78, 79 AND 80 TO AND FROM STANEK AVENUE, LOT 77 TO AND FROM KISMET STREET, LOTS 36, 37, 56, 57 AND 76 TO AND FROM ULSTER AVENUE, LOTS 1, 26, 27, 46, 47, 66, 67 AND 111 TO AND FROM RABINO AVENUE, LOT 112 TO AND FROM OSCAR DRIVE, AND LOTS 122 AND 123 TO AND FROM PENELOPE STREET.

EXECUTED THIS 14 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

Jaime Marie Cuen
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

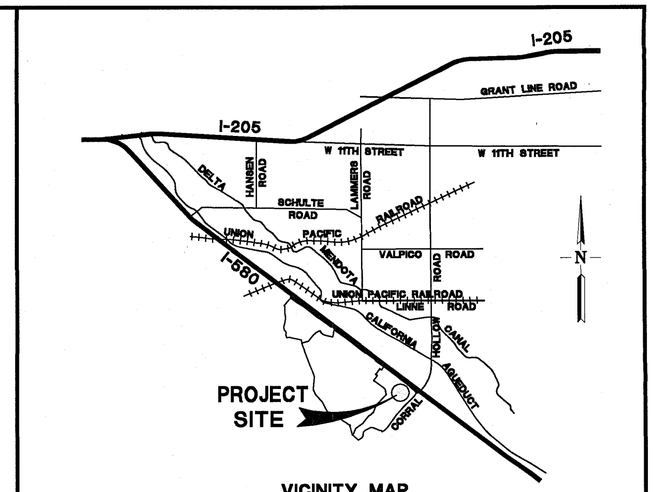
TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4132
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENTS (TRACY HILLS 2A, CALIFORNIA) RECORDED ON FEBRUARY 28, 2022 AS DOCUMENT NO. 2022-026709 AS AMENDED AND RESTATED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123120 AND MODIFIED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015790 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Lauren Mary Morte

PRINT NAME: LAUREN MARY MORTE

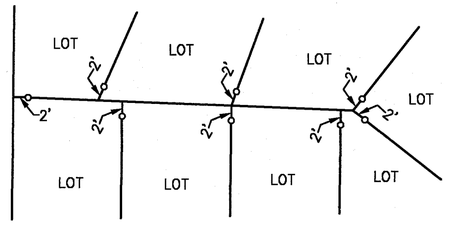
MY COMMISSION NUMBER: 2473306

MY COMMISSION EXPIRES: NOV 21, 2027

PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____
OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

JOB NO. 201068

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4132

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17th DAY OF April, 2024.

Scott A. Shortlidge

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4134, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 5 AND 6", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4134, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 5 AND 6", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"LINDEN AVENUE", "POND PLACE", "STANEK AVENUE", "ULSTER AVENUE", "RABINO AVENUE", "OSCAR DRIVE", "OLD LARKS LANE", "JONAH STREET", "NATION WAY", "KISMET STREET", AND "PENELOPE STREET".

FOR THE PURPOSE OF PUBLIC PARK:

LOT "A".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. SJCOG, INC. CONSERVATION EASEMENTS: 2012-091623 AND 2016-041345
2. STATE OF CALIFORNIA – ABUTTER'S EASEMENT RIGHTS: 2915 O.R. 621
3. TIDE WATER OIL COMPANY – PIPE LINE EASEMENT RIGHTS: 3079 O.R. 318 AND 3132 O.R. 674

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4134, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 5 AND 6", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 13 AND 14 TO AND FROM POND PLACE, LOTS 77, 78, 79 AND 80 TO AND FROM STANEK AVENUE, LOT 77 TO AND FROM KISMET STREET, LOTS 36, 37, 56, 57 AND 76 TO AND FROM ULSTER AVENUE, LOTS 1, 26, 27, 46, 47, 66, 67 AND 111 TO AND FROM RABINO AVENUE, LOT 112 TO AND FROM OSCAR DRIVE, AND LOTS 122 AND 123 TO AND FROM PENELOPE STREET.

ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE NORTH END OF OLD LARKS LANE, JONAH STREET, KISMET STREET, THE WEST SIDE OF LINDEN AVENUE, AND THE SOUTH END OF LINDEN AVENUE. ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF LOT "A", SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

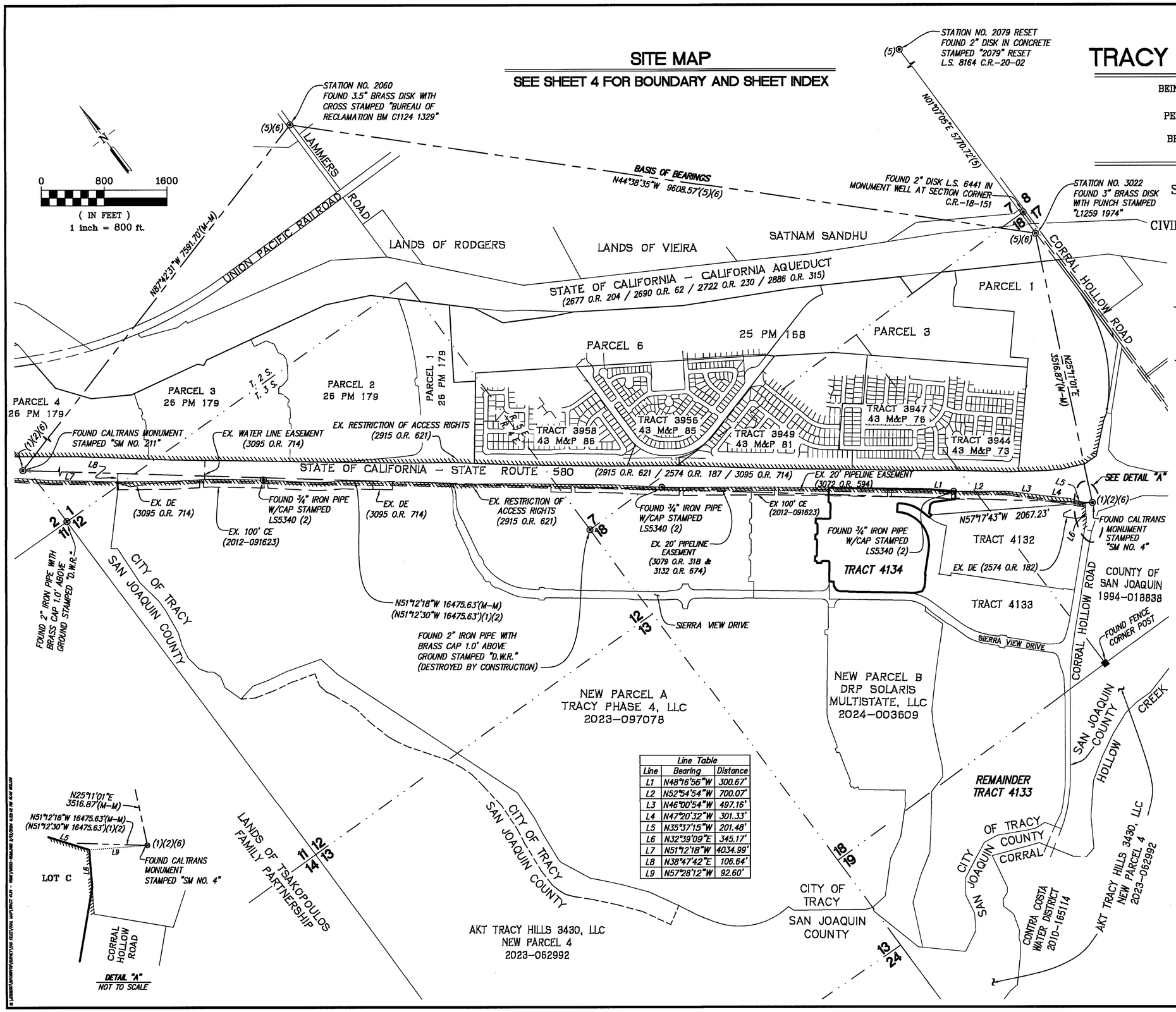
TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4132

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Line Table		
Line	Bearing	Distance
L1	N48°16'56"W	300.67'
L2	N52°54'54"W	700.07'
L3	N46°00'54"W	497.16'
L4	N47°20'32"W	301.33'
L5	N35°37'15"W	201.48'
L6	N32°39'09"E	345.17'
L7	N51°12'18"W	4034.99'
L8	N38°47'42"E	106.64'
L9	N57°28'12"W	92.60'

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

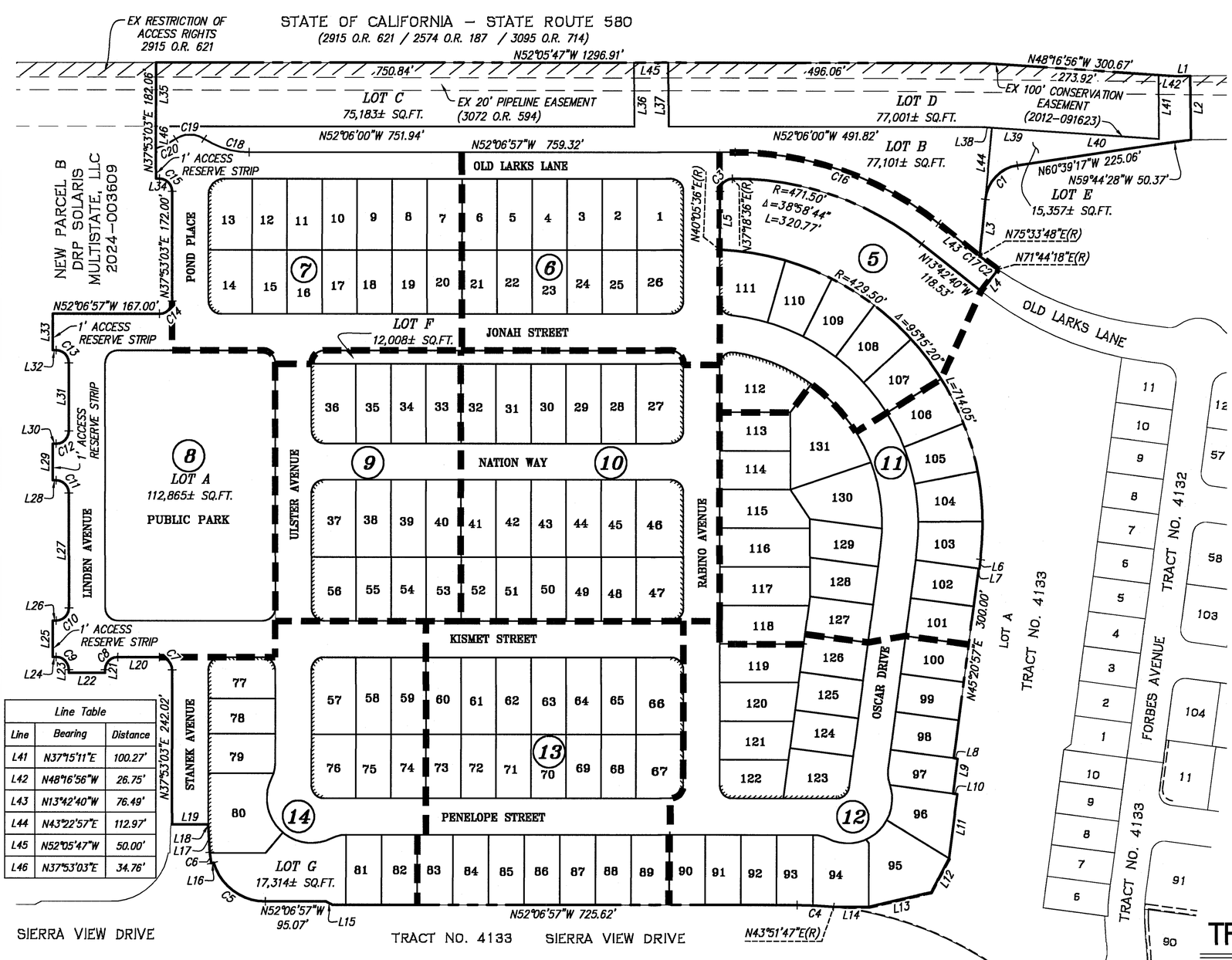
- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4132

Line Table		
Line	Bearing	Distance
L1	N52°54'54"W	23.33'
L2	N37°15'11"E	100.00'
L3	N43°22'57"E	89.71'
L4	N76°17'20"E	43.17'
L5	N37°53'03"E	91.30'
L6	N45°20'57"E	13.95'
L7	N44°39'03"W	1.00'
L8	N44°39'03"W	6.41'
L9	N45°20'57"E	55.00'
L10	N44°39'03"W	6.59'
L11	N45°20'57"E	101.68'
L12	N65°13'40"E	59.86'
L13	N65°27'01"W	101.16'
L14	N52°06'57"W	55.00'
L15	N25°33'03"W	11.18'
L16	N63°27'04"W	3.94'
L17	N34°27'02"E	40.95'
L18	N37°53'03"E	2.70'
L19	N52°06'57"W	57.00'
L20	N52°06'57"W	65.00'
L21	N37°53'03"E	5.00'
L22	N52°06'57"W	57.00'
L23	N37°53'03"E	5.00'
L24	N52°06'57"W	5.00'
L25	N37°53'03"E	57.00'
L26	N52°06'57"W	5.00'
L27	N37°53'03"E	180.00'
L28	N52°06'57"W	5.00'
L29	N37°53'03"E	57.00'
L30	N52°06'57"W	5.00'
L31	N37°53'03"E	107.00'
L32	N52°06'57"W	5.00'
L33	N37°53'03"E	57.00'
L34	N52°06'57"W	5.00'
L35	N37°53'03"E	100.08'
L36	N37°15'11"E	100.04'
L37	N37°15'11"E	100.04'
L38	N48°17'09"W	15.12'
L39	N48°17'09"W	68.69'
L40	N48°17'09"W	194.37'



Line Table		
Line	Bearing	Distance
L41	N37°15'11"E	100.27'
L42	N48°16'56"W	26.75'
L43	N13°42'40"W	76.49'
L44	N43°22'57"E	112.97'
L45	N52°05'47"W	50.00'
L46	N37°53'03"E	34.76'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
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(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
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(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4132

Curve Table			
Curve	Radius	Delta	Length
C1	60.00'	75°57'46"	79.55'
C2	530.00'	3°49'30"	35.38'
C3	20.00'	89°25'33"	31.22'
C4	551.50'	5°58'44"	57.55'
C5	85.00'	73°36'35"	109.20'
C6	135.00'	7°20'39"	17.30'
C7	20.00'	90°00'00"	31.42'

Curve Table			
Curve	Radius	Delta	Length
C8	20.00'	90°00'00"	31.42'
C9	20.00'	90°00'00"	31.42'
C10	20.00'	90°00'00"	31.42'
C11	20.00'	90°00'00"	31.42'
C12	20.00'	90°00'00"	31.42'
C13	20.00'	90°00'00"	31.42'
C14	20.00'	90°00'00"	31.42'

Curve Table			
Curve	Radius	Delta	Length
C15	20.00'	90°00'00"	31.42'
C16	513.00'	38°24'17"	343.86'
C17	530.00'	0°43'31"	6.71'
C18	129.50'	33°02'45"	74.69'
C19	40.50'	66°31'41"	47.03'
C20	129.50'	15°21'28"	34.71'

0 120 240 360
1 inch = 120 ft.

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 39.59±ACRES
AREA OF LOTS 1–131 = 20.14±ACRES
AREA OF STREETS = 10.57±ACRES

SHEET COVERAGE

(5) SHEET NUMBER

GRID NOTE:

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BASIS OF BEARINGS

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- MONUMENT TIE LINE
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- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
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- EX. EXISTING
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- (LOT) LOT LINE DIMENSION
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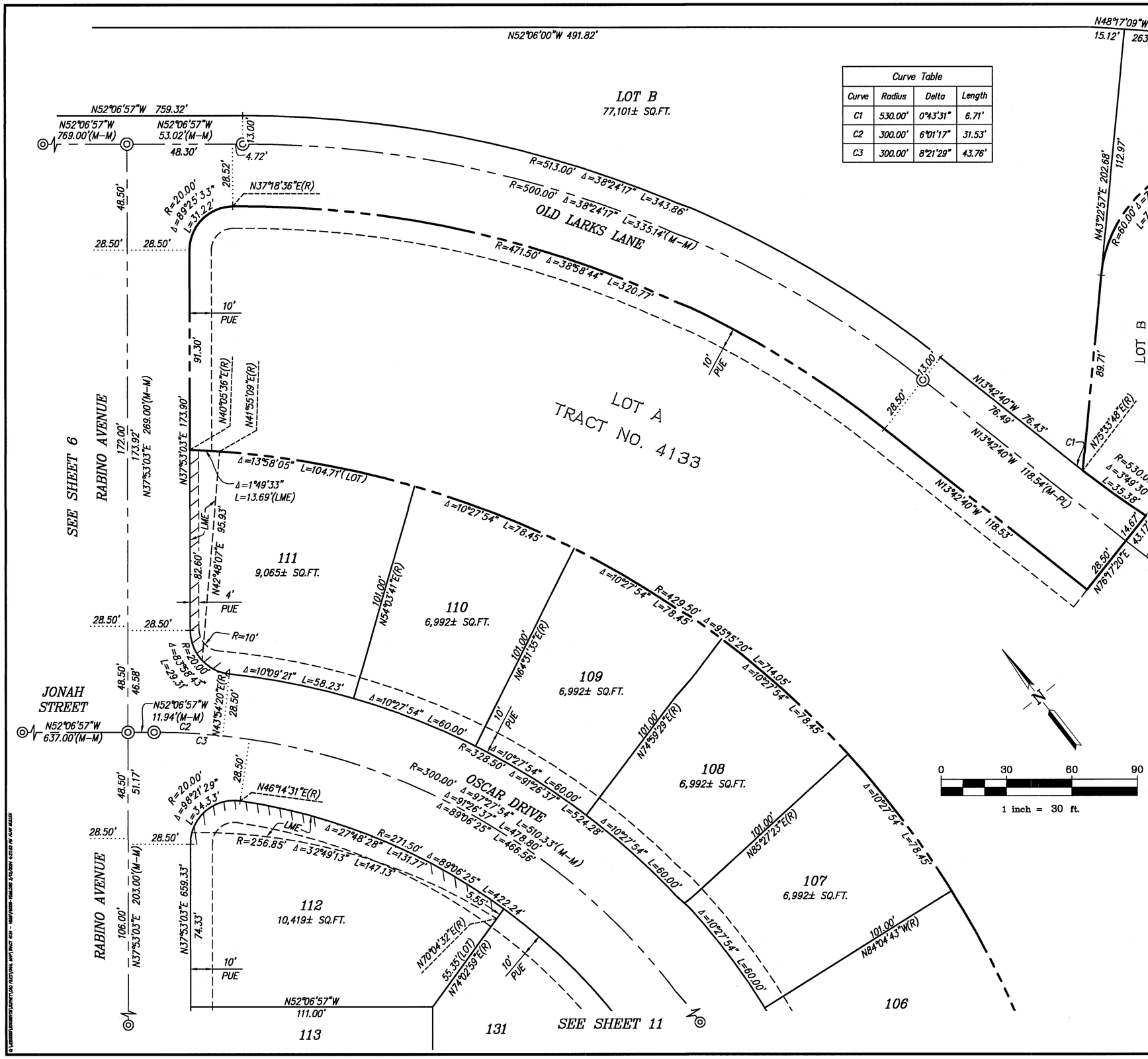
TRACY HILLS VILLAGES 5 AND 6

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	530.00'	0°43'31"	6.71'
C2	300.00'	6°01'17"	31.53'
C3	300.00'	8°21'29"	43.76'

REFERENCES:

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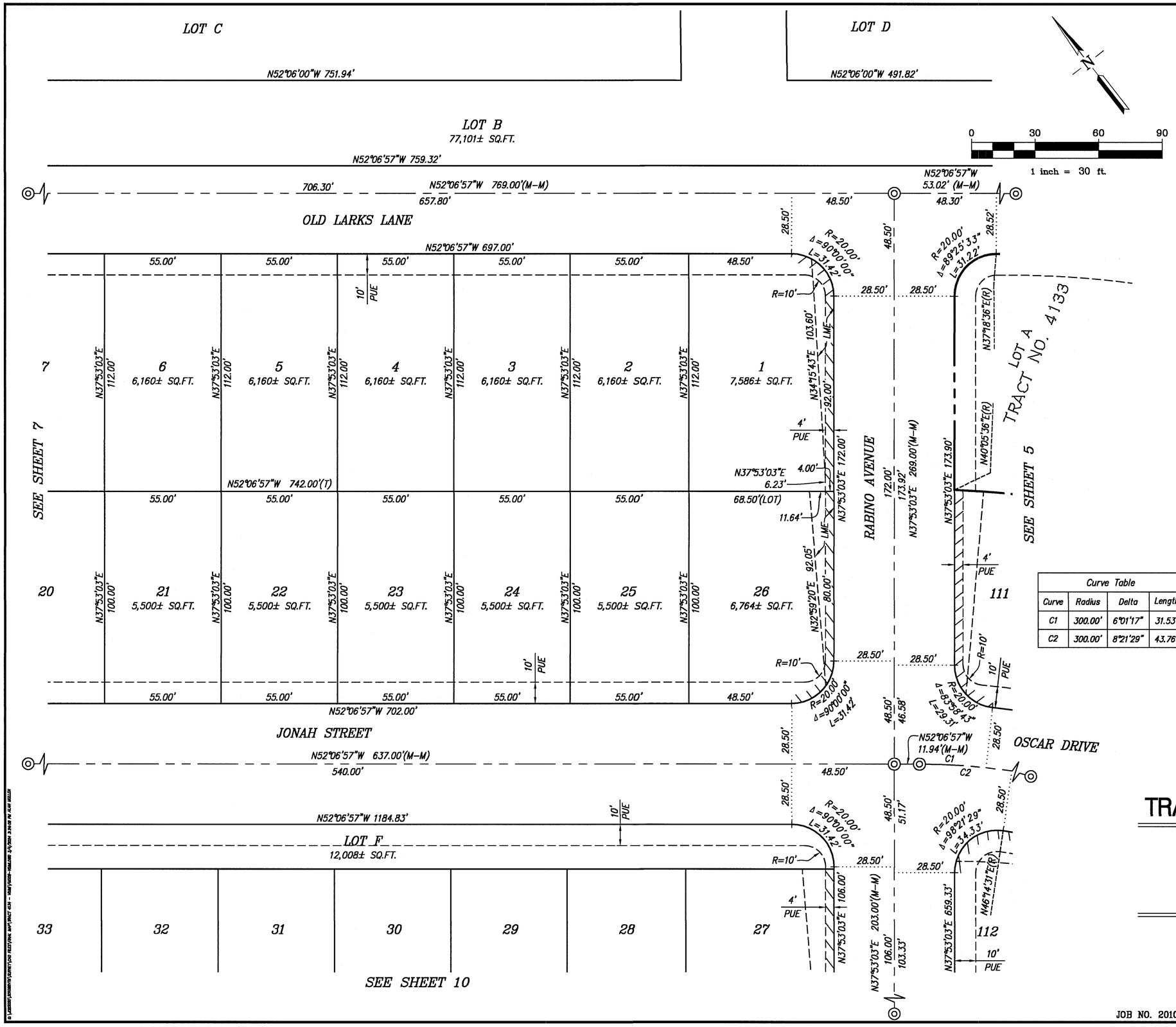
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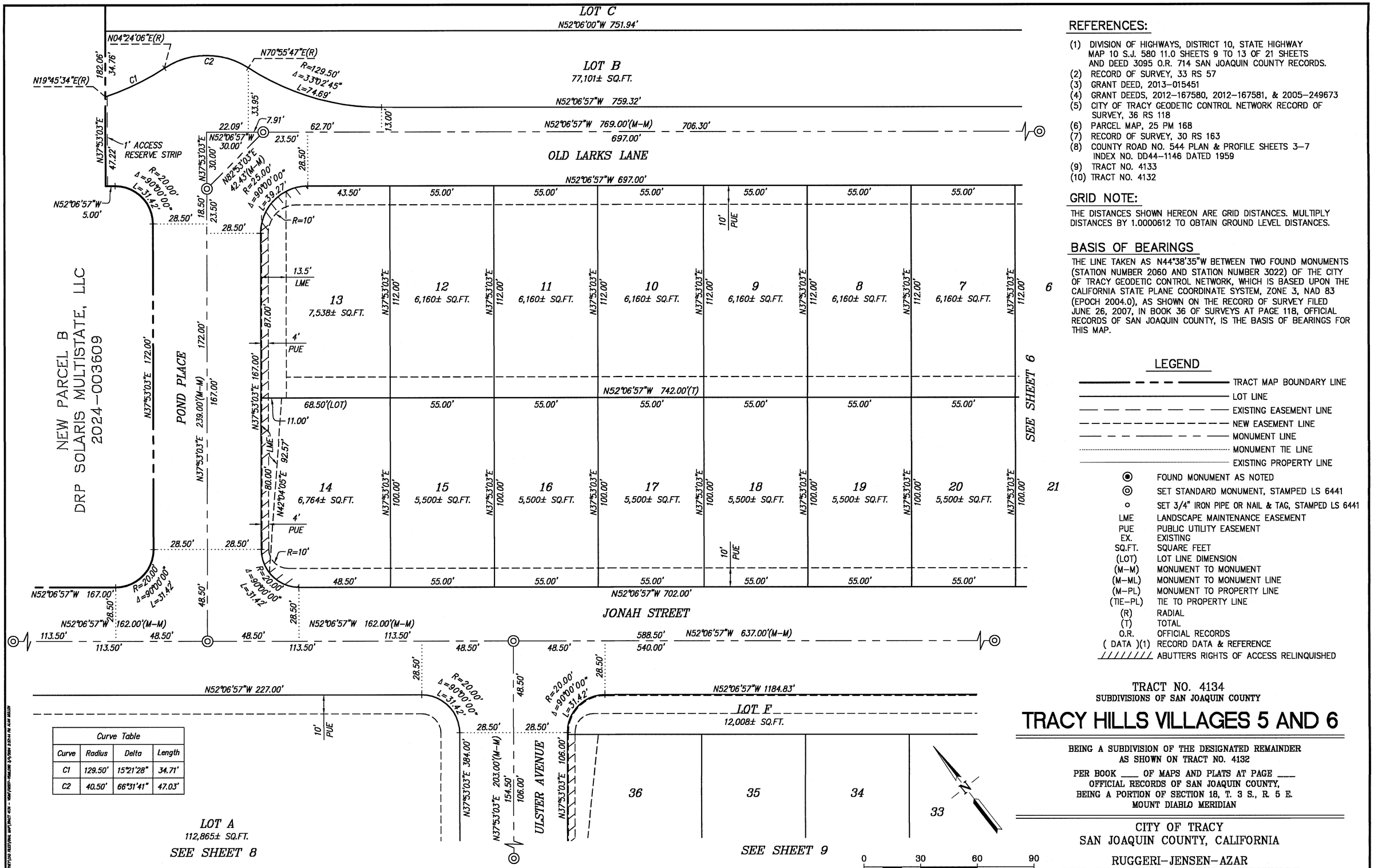
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Curve Table			
Curve	Radius	Delta	Length
C1	129.50'	15°21'28"	34.71'
C2	40.50'	66°31'41"	47.03'

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1 inch = 30 ft.

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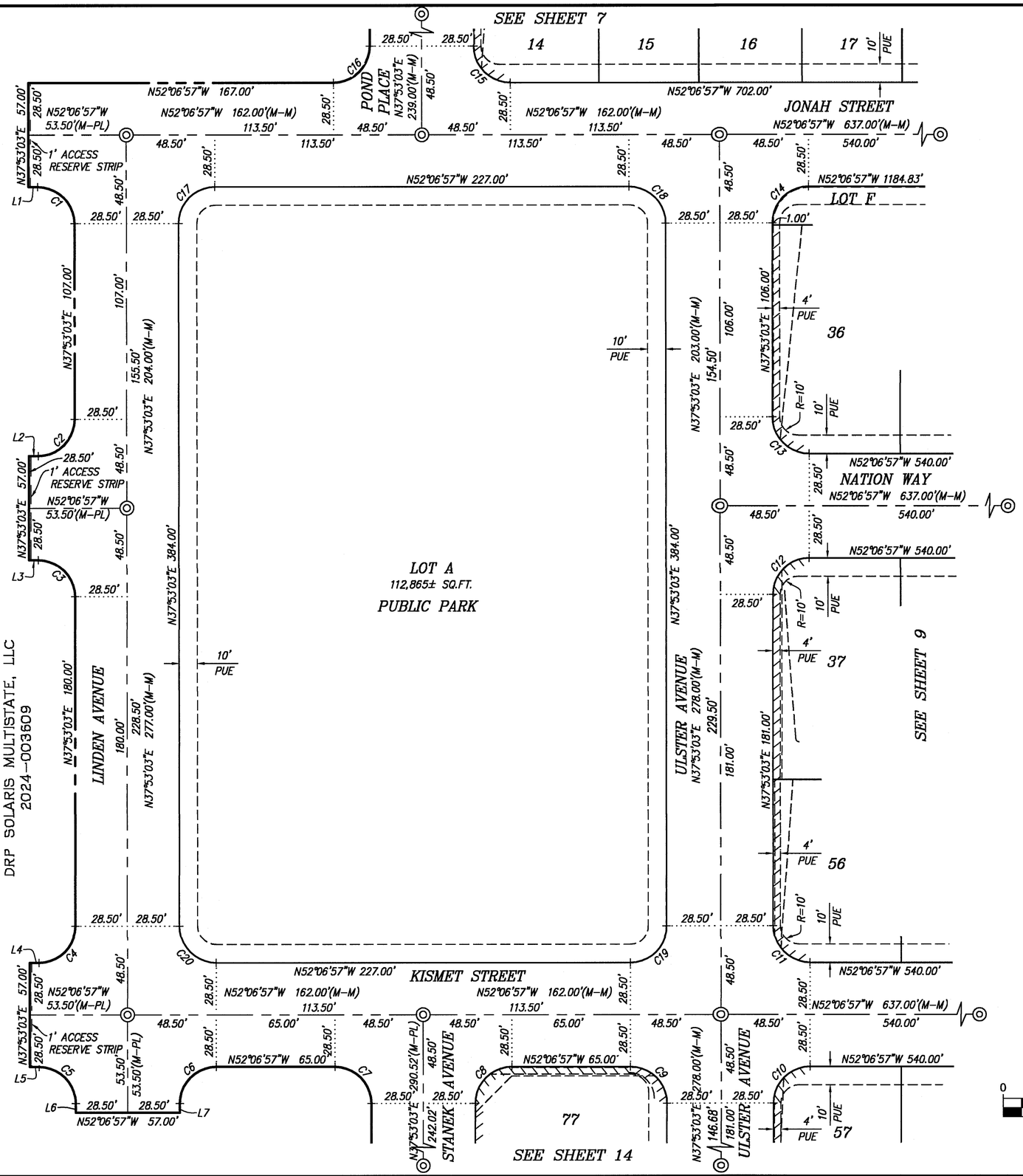
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Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'
C6	20.00'	90°00'00"	31.42'
C7	20.00'	90°00'00"	31.42'
C8	20.00'	90°00'00"	31.42'
C9	20.00'	90°00'00"	31.42'
C10	20.00'	90°00'00"	31.42'
C11	20.00'	90°00'00"	31.42'
C12	20.00'	90°00'00"	31.42'
C13	20.00'	90°00'00"	31.42'
C14	20.00'	90°00'00"	31.42'
C15	20.00'	90°00'00"	31.42'
C16	20.00'	90°00'00"	31.42'
C17	20.00'	90°00'00"	31.42'
C18	20.00'	90°00'00"	31.42'
C19	20.00'	90°00'00"	31.42'
C20	20.00'	90°00'00"	31.42'

Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	5.00'
L2	N52°06'57"W	5.00'
L3	N52°06'57"W	5.00'
L4	N52°06'57"W	5.00'
L5	N52°06'57"W	5.00'
L6	N37°53'03"E	5.00'
L7	N37°53'03"E	5.00'

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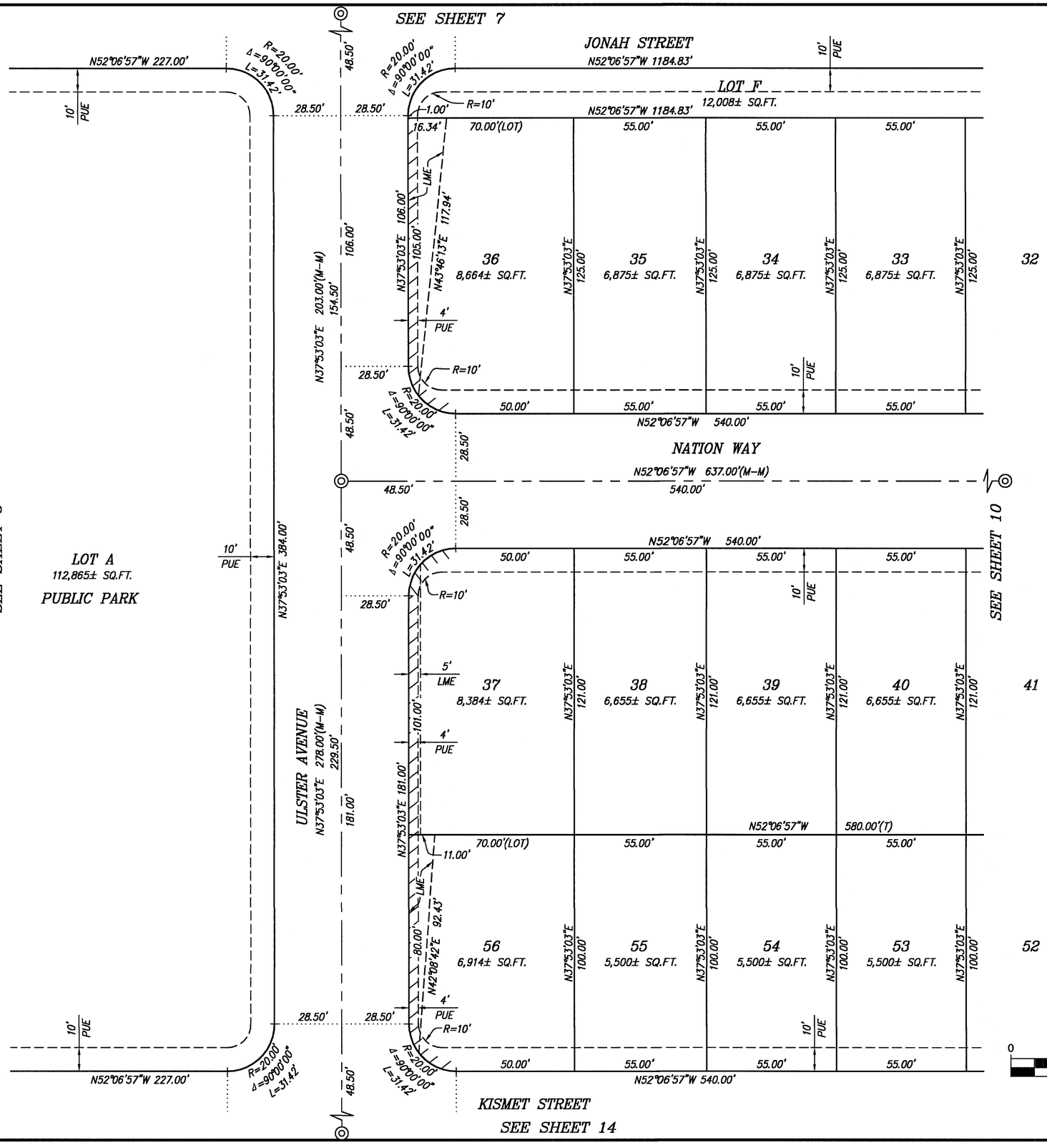
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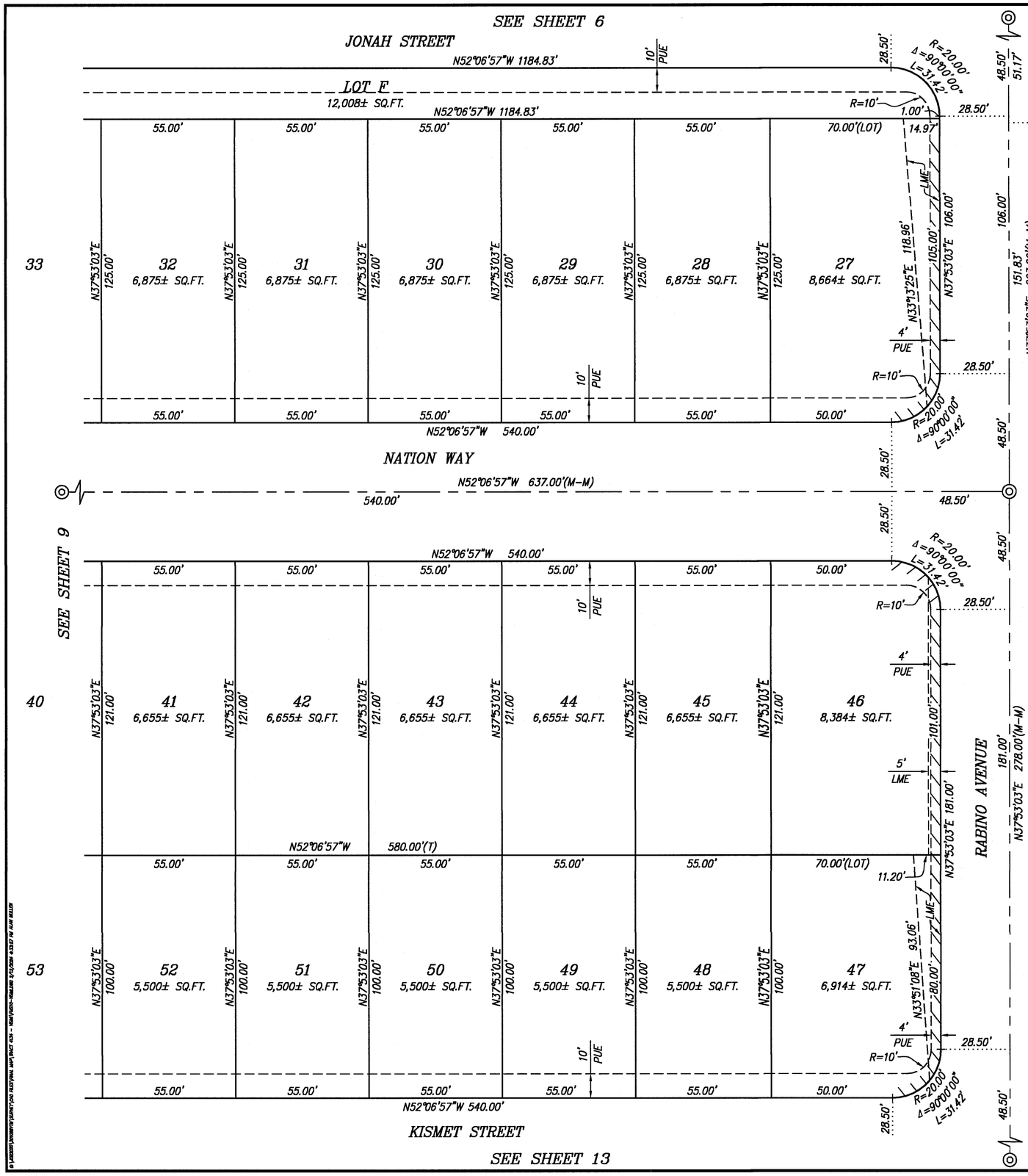
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(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4132

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

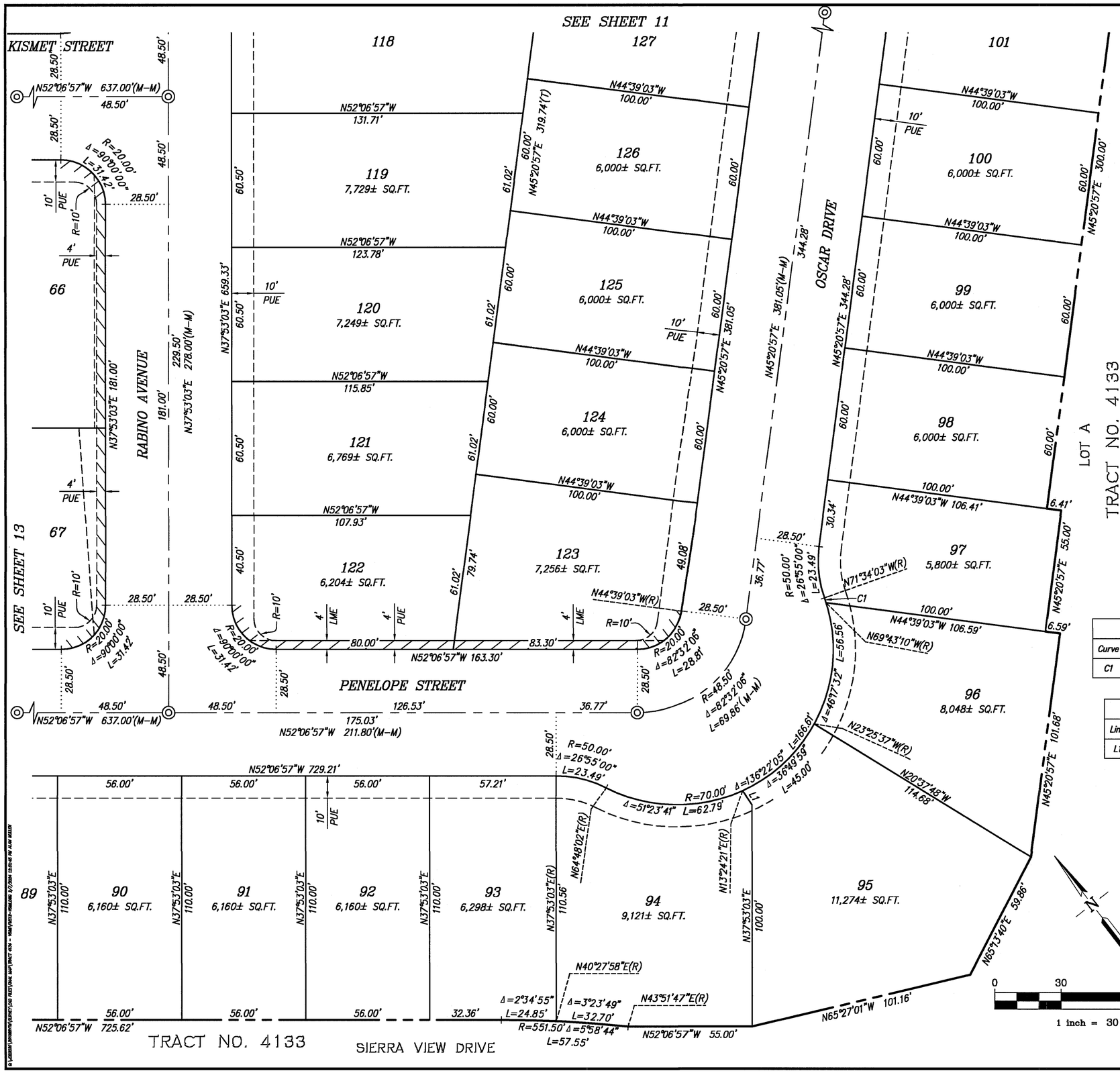
TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4132
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
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- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
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(T)	TOTAL
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(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	1°50'53"	2.26'

Line Table		
Line	Bearing	Distance
L1	N03°41'59"E	7.61'

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

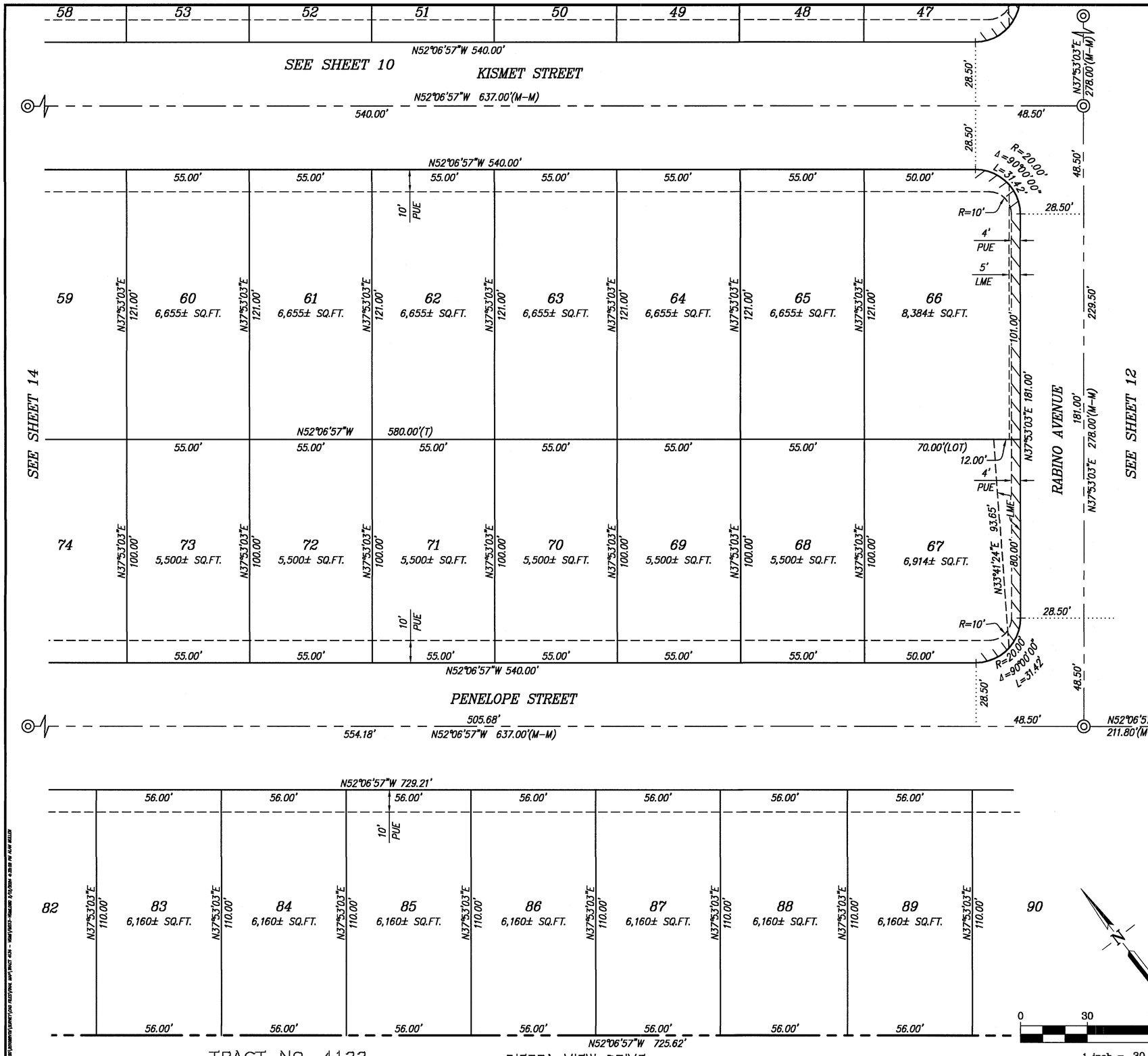
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024



REFERENCES:

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TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

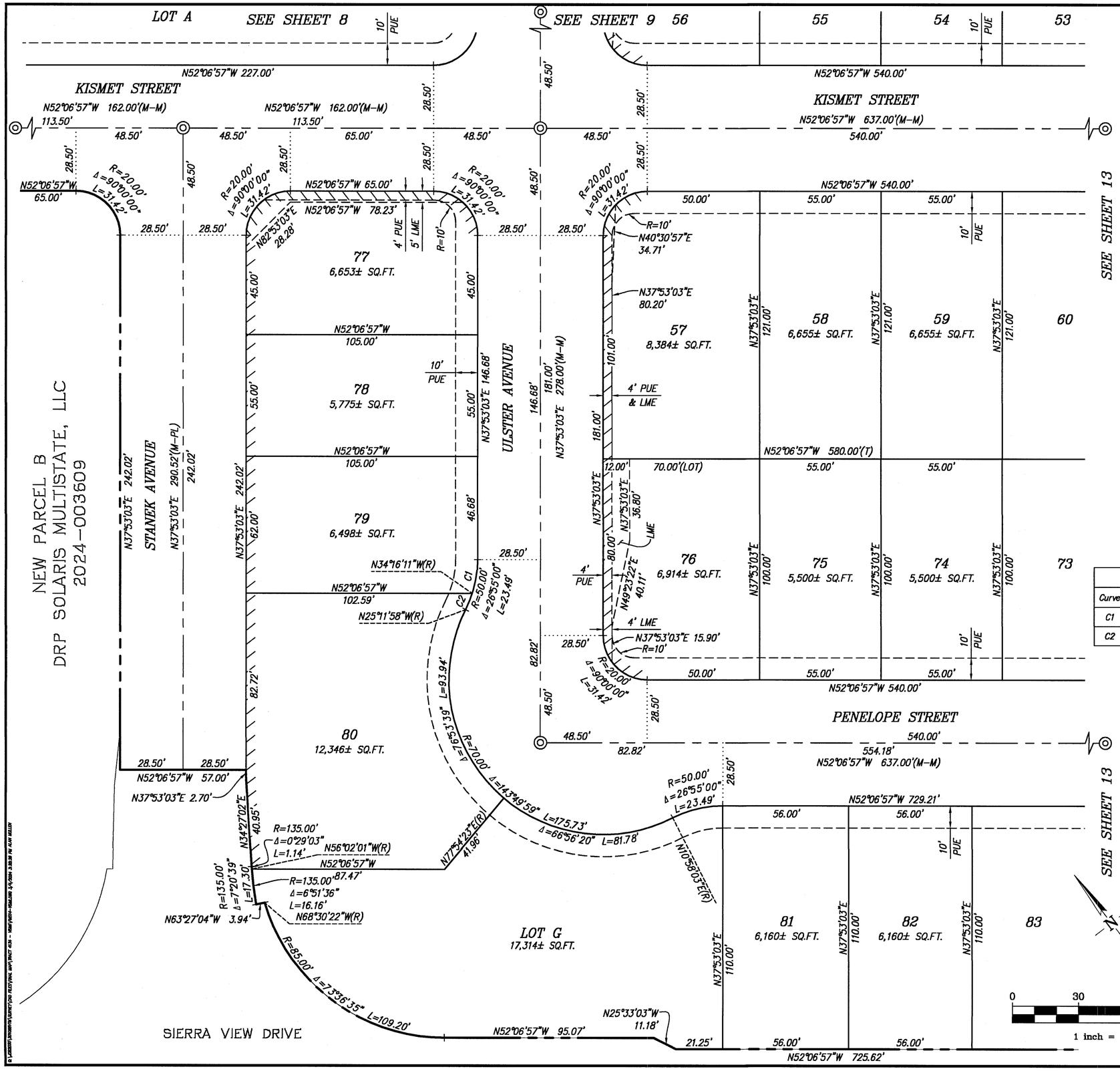
TRACY HILLS VILLAGES 5 AND 6

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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	17°50'46"	15.57'
C2	50.00'	9°04'13"	7.92'

REFERENCES:

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- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4132

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201066

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "B", "C", "D", "E", "F" AND "G") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

ATTACHMENT 4 - 201068 TRACY HILLS VILLAGES 5 AND 6 - FINAL MAP\SHEETS FOR PLANNING\201068 SHEET 15.DWG

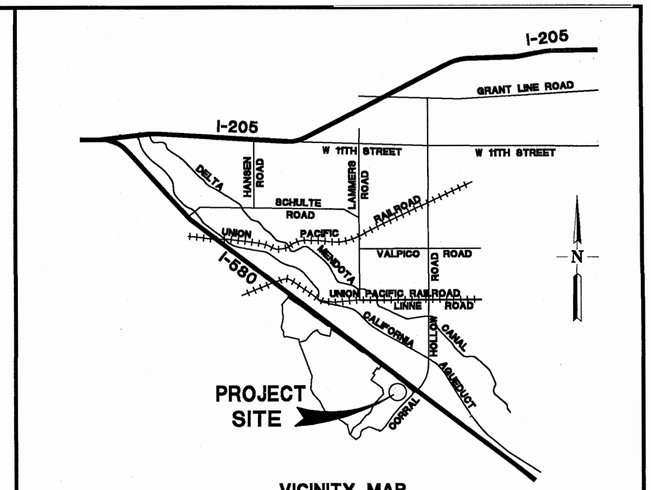
TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4135, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "KESTER WAY", "JOSHUA STREET", "GALIEN COURT", "HOLLAND STREET", "HULLUM PLACE", "WHITE HART AVENUE" AND "PUNJYA BROTHERS DRIVE" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1–FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE SOUTH END OF WHITE HART AVENUE AND PUNJYA BROTHERS DRIVE. SAID ONE (1) FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "STORM DRAIN EASEMENT" OR "SDE" ARE FOR PUBLIC STORM DRAIN PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "SSE" ARE FOR PUBLIC SANITARY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 1, 2, 3, 4, 42, 43, 62, 63, 64, 65 AND 83 TO AND FROM WHITE HEART AVENUE, LOTS 31, 54, 55, 72, 73, 99 AND 91 TO AND FROM PUNJYA BROTHERS DRIVE, LOT 1 TO AND FROM JOSHUA STREET, LOTS 84 AND 97 TO AND FROM HULLUM PLACE.

EXECUTED THIS 24 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: _____
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

_____
NOTARY PUBLIC

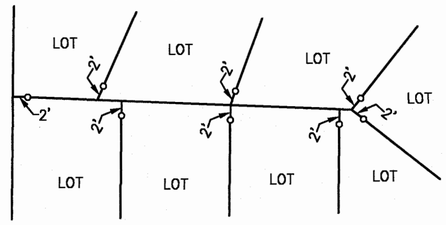
MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____
OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

C:\Users\jdownum\Documents\TRACY HILLS VILLAGE 7\FINAL MAP\TRACY HILLS VILLAGE 7 FINAL MAP.dwg 2/21/2024 8:53:4 PM JAY MUIR

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT (TRACY HILLS 2A, CALIFORNIA) RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123122 AND MODIFIED PER DOCUMENT RECORDED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Lauren Mary Morte
PRINT NAME: LAUREN MARY MORTE
MY COMMISSION NUMBER: 2473306
MY COMMISSION EXPIRES: NOV 21, 2027
PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"KESTER WAY", "JOSHUA STREET", "GALIEN COURT", "HOLLAND STREET", "HULLUM PLACE", "WHITE HART AVENUE" AND "PUNJYA BROTHERS DRIVE".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE", "STORM DRAIN EASEMENT" OR "SDE", "SANITARY SEWER EASEMENT" OR "SSE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

NO AFFECTING EASEMENTS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17th DAY OF APRIL, 2024.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4135, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4135, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4135, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, STORM DRAIN EASEMENTS, AND SANITARY SEWER EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 1, 2, 3, 4, 42, 43, 62, 63, 64, 65, 83 TO AND FROM WHITE HEART AVENUE, LOTS 31, 54, 55, 72, 73, 99 AND 91 TO AND FROM PUNJYA BROTHERS DRIVE, LOT 1 TO AND FROM JOSHUA STREET, LOTS 84 AND 97 TO AND FROM HULLUM PLACE.

ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE SOUTH END OF WHITE HEART AVENUE AND PUNJYA BROTHERS DRIVE. ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

G:\RJA\DWG\TRACY HILLS VILLAGE 7\SURVEY\CAD FILES\FINAL MAP\TRACT 4135 - VTM 9003-VTM# 2/12/2024 9:03:05 PM ALAN MELLEN

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

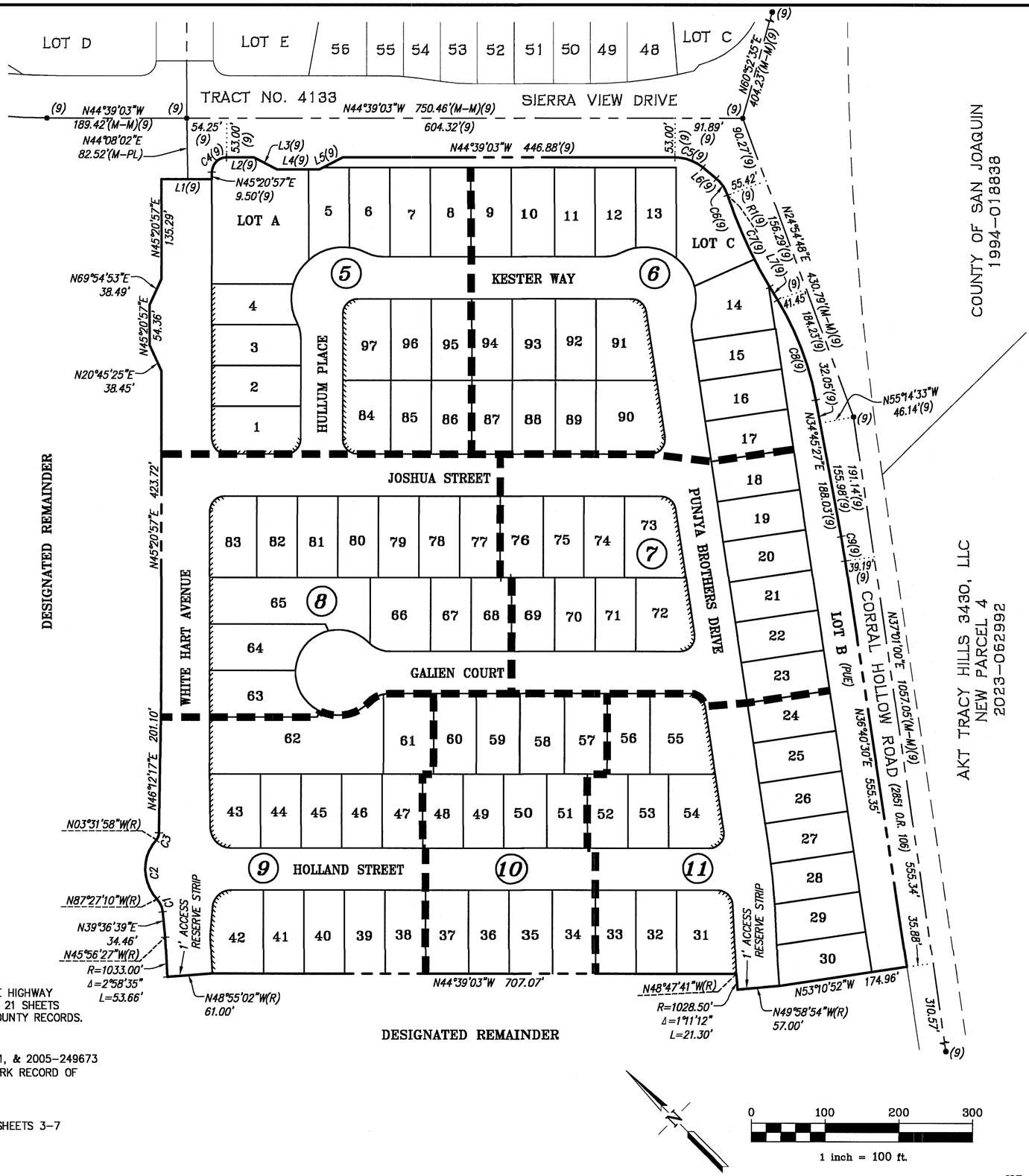
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
//////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133



Line Table		
Line	Bearing	Distance
L1	N44°39'03"W	68.50'
L2	N44°39'03"W	36.71'
L3	N17°27'12"W	35.37'
L4	N44°39'03"W	57.81'
L5	N71°50'37"W	35.38'
L6	N05°12'41"W	23.53'
L7	N13°54'19"E	20.50'

Curve Table			
Curve	Radius	Delta	Length
C1	30.00'	37°03'50"	19.41'
C2	60.00'	83°55'12"	87.88'
C3	15.00'	40°15'44"	10.54'
C4	20.00'	90°00'00"	31.42'
C5	60.00'	39°26'22"	41.30'
C6	48.00'	32°41'00"	27.38'
C7	578.00'	13°33'59"	136.86'
C8	400.00'	20°51'07"	145.57'
C9	1000.00'	1°55'03"	33.47'

Radial Bearing Table	
No.	Bearing
R1	N62°31'41"W

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(9) TRACT NO. 4133

0 100 200 300

1 inch = 100 ft.

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 23.07±ACRES
AREA OF LOTS 1-97 = 14.72±ACRES
AREA OF STREETS = 6.53±ACRES

SHEET COVERAGE

(5) SHEET NUMBER

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— - ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
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TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024

SIERRA VIEW DRIVE

TRACT NO. 4133

WHITE HART AVENUE

DESIGNATED REMAINDER

HULLUM PLACE

KESTER WAY

JOSHUA STREET

SEE SHEET 6

SEE SHEET 6

SEE SHEET 8

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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- NEW EASEMENT LINE
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- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
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- SDE STORM DRAIN EASEMENT
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- EX. EXISTING
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- (LOT) LOT LINE DIMENSION
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- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- //////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	22°44'11"	19.84'
C2	50.00'	4°10'51"	3.65'
C3	70.00'	19°46'25"	24.16'

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

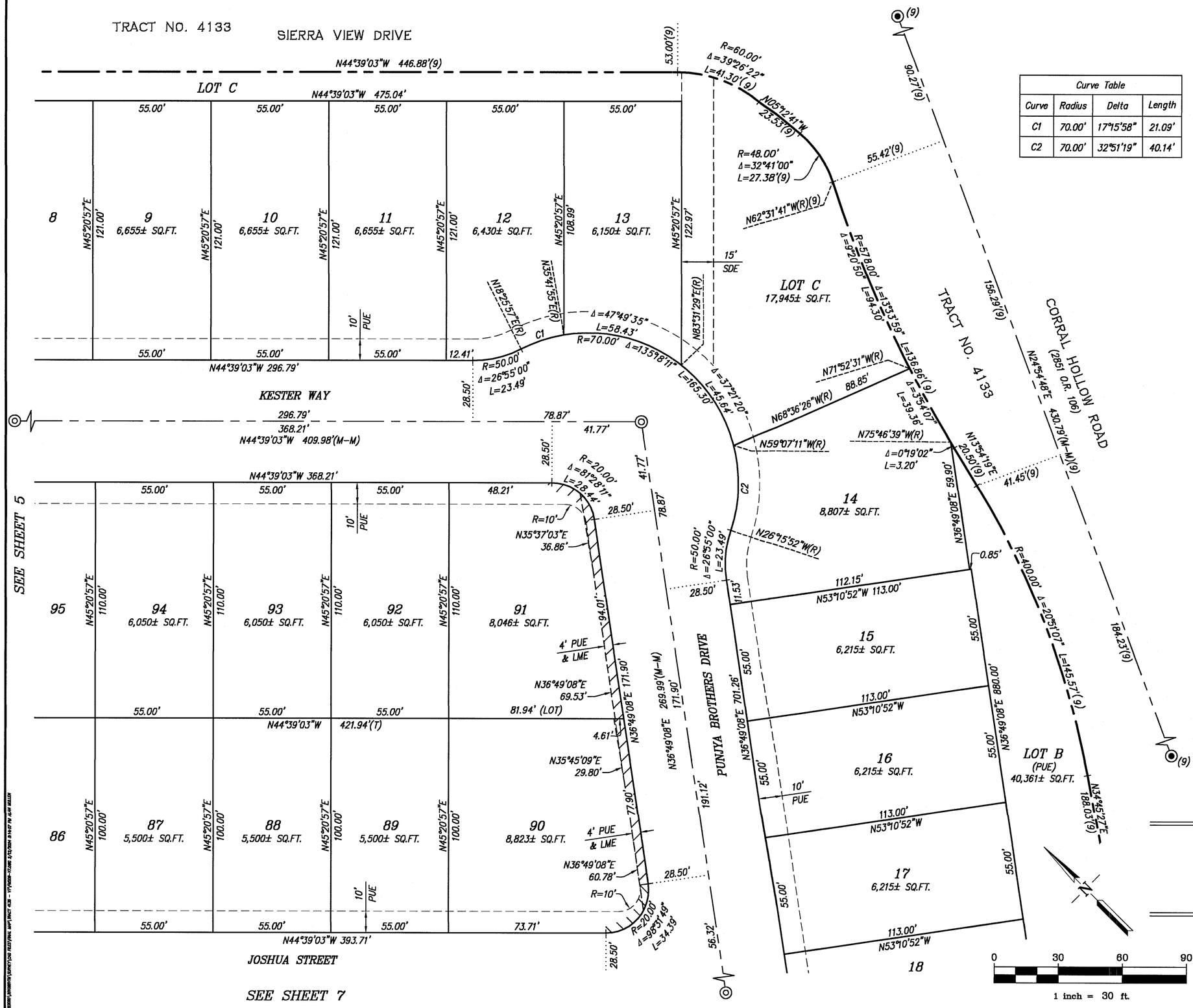
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

0 30 60 90
1 inch = 30 ft.

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	17°15'58"	21.09'
C2	70.00'	32°51'19"	40.14'

REFERENCES:

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LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
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TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

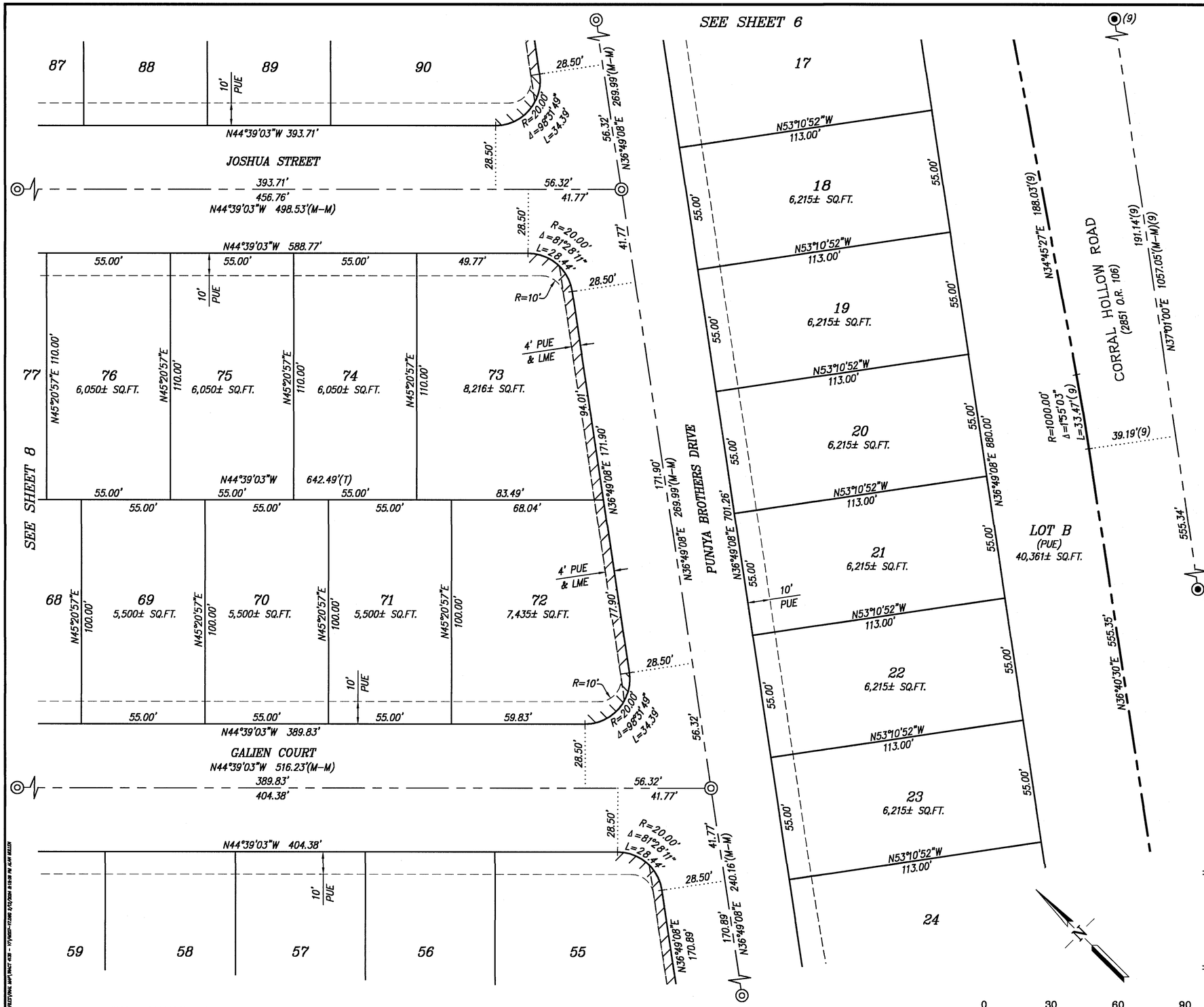
TRACY HILLS VILLAGE 7

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

© RUGGERI-JENSEN-AZAR SURVEY\201068 TRACT\MAPS\FINAL MAPS\TRACT 4135 - VILLAGE 7\201068_TRACT 4135 VILLAGE 7 FINAL MAP SHEET 6.DWG 2/6/2024 9:14:07 PM ALAN WILSON



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
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TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

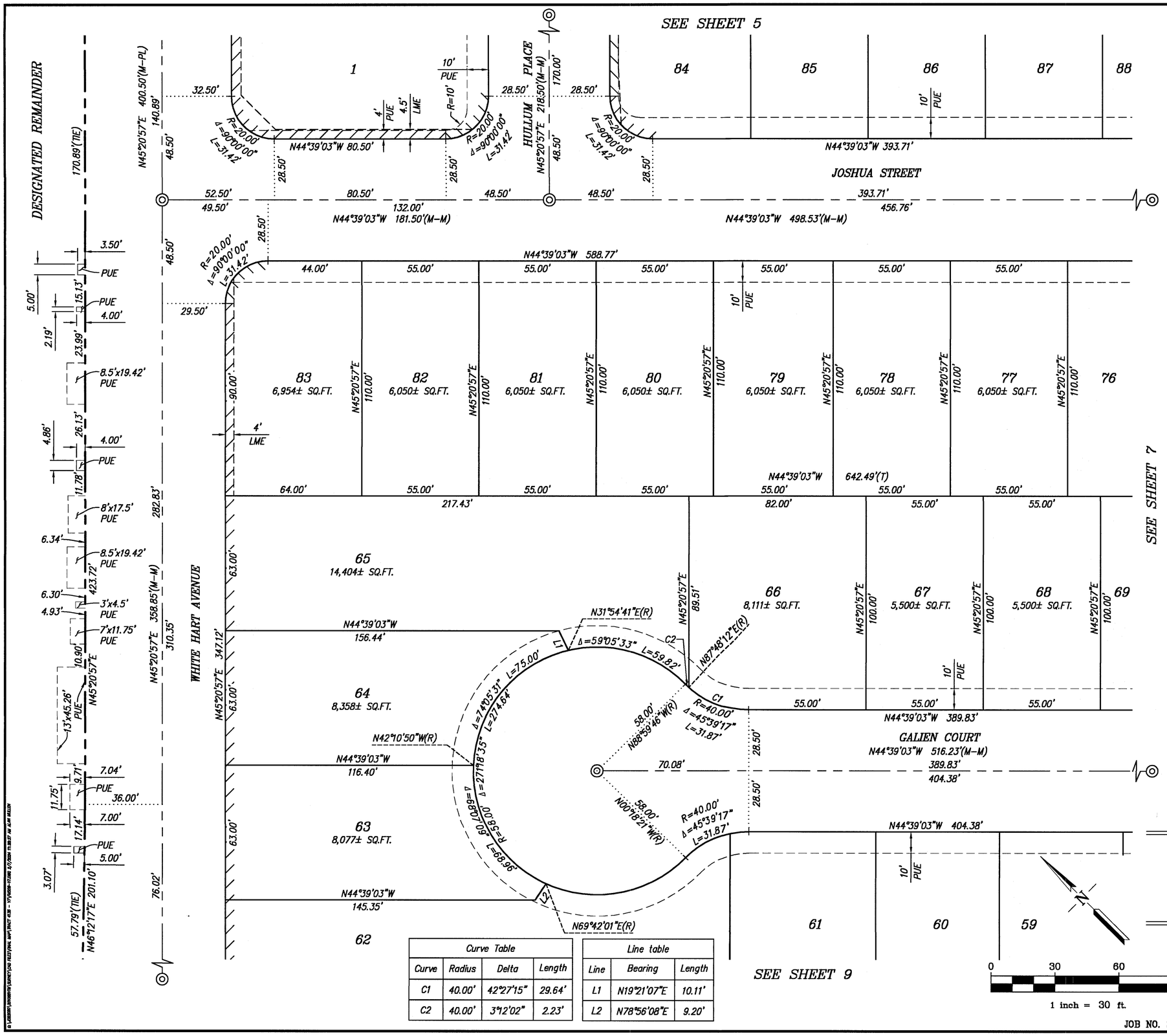
TRACY HILLS VILLAGE 7

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	40.00'	42°27'15"	29.64'
C2	40.00'	3°12'02"	2.23'

Line table		
Line	Bearing	Length
L1	N19°21'07"E	10.11'
L2	N78°56'08"E	9.20'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— - ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

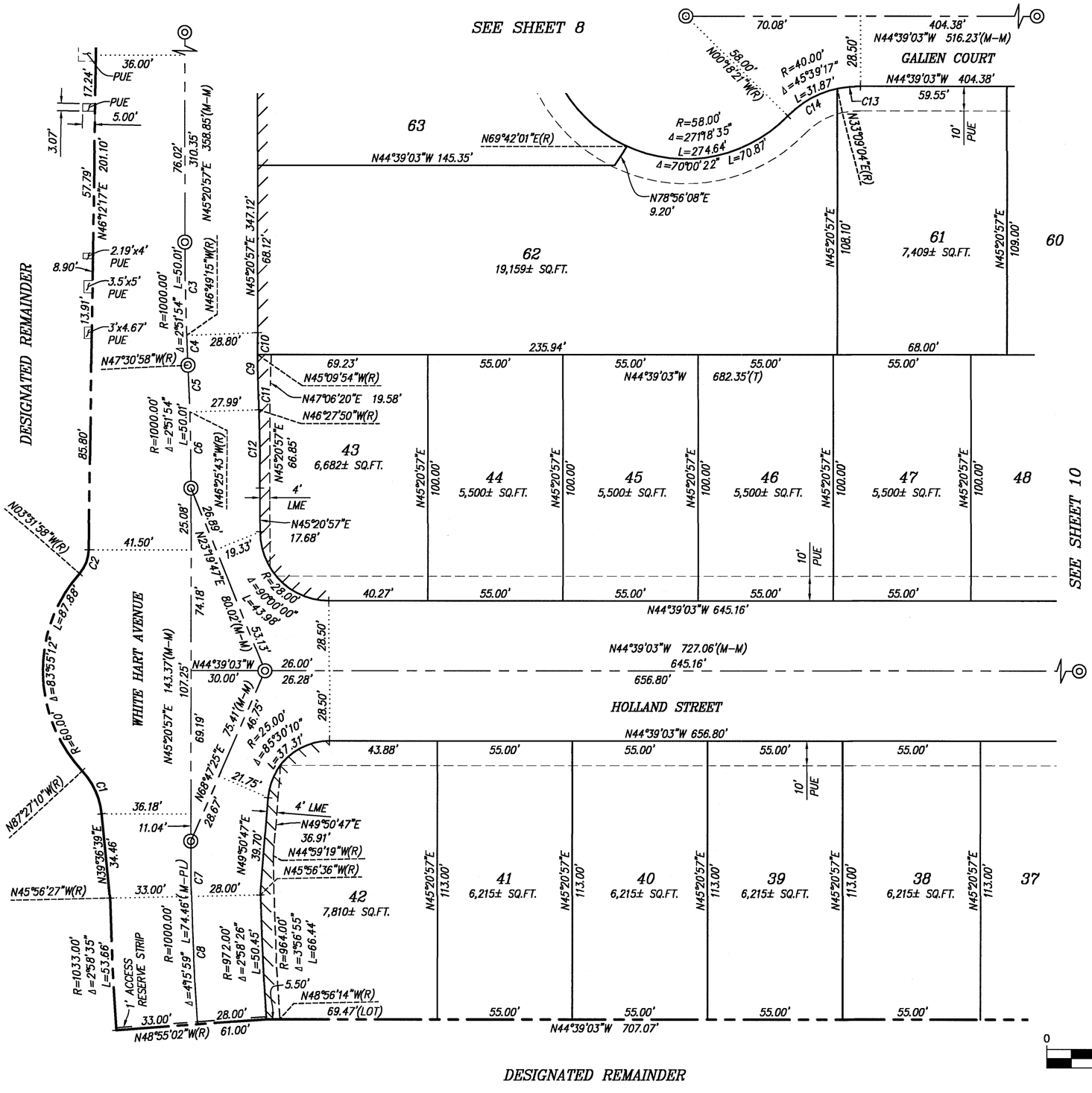
TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4133 PER BOOK ___ OF MAPS AND PLATS AT PAGE ___ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024



Curve Table			
Curve	Radius	Delta	Length
C1	30.00'	37°03'50"	19.41'
C2	15.00'	40°15'44"	10.54'
C3	1000.00'	2°10'11"	37.87'
C4	1000.00'	0°41'43"	12.13'
C5	1000.00'	1°05'14"	18.98'
C6	1000.00'	1°46'40"	31.03'
C7	1000.00'	1°17'33"	22.56'
C8	1000.00'	2°58'26"	51.91'
C9	989.50'	1°48'47"	31.31'
C10	989.50'	0°30'51"	8.88'
C11	989.50'	1°17'56"	22.43'
C12	1008.00'	1°48'47"	31.90'
C13	40.00'	12°11'53"	8.52'
C14	40.00'	33°27'24"	23.36'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) TRACT NO. 4133

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
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(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
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0 30 60 90
1 inch = 30 ft.

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

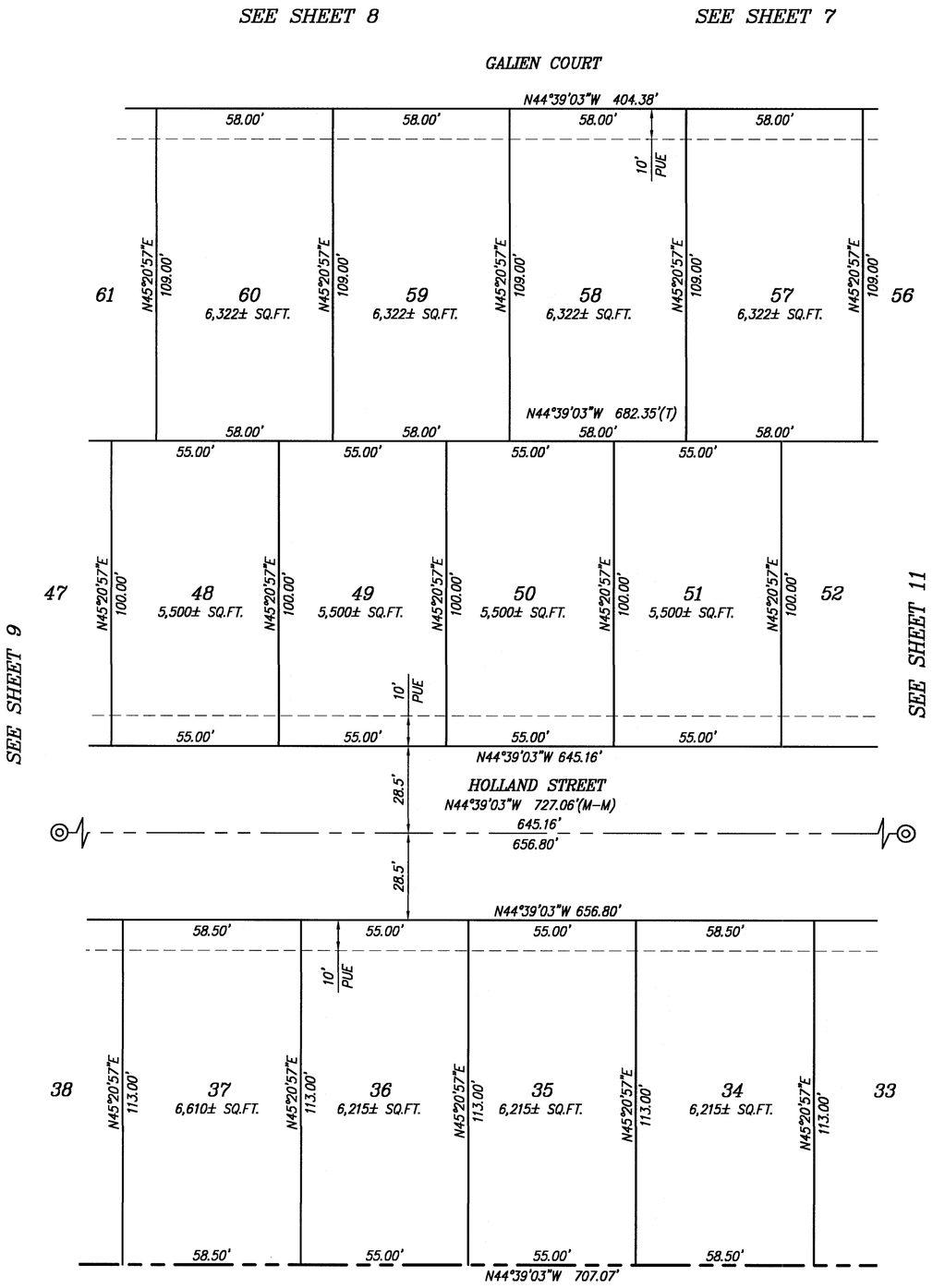
TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4133 PER BOOK ___ OF MAPS AND PLATS AT PAGE ___ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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GRID NOTE:

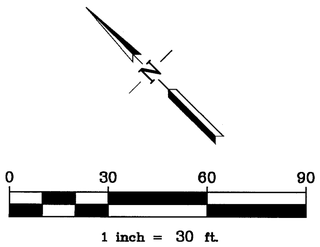
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	NEW EASEMENT LINE
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TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

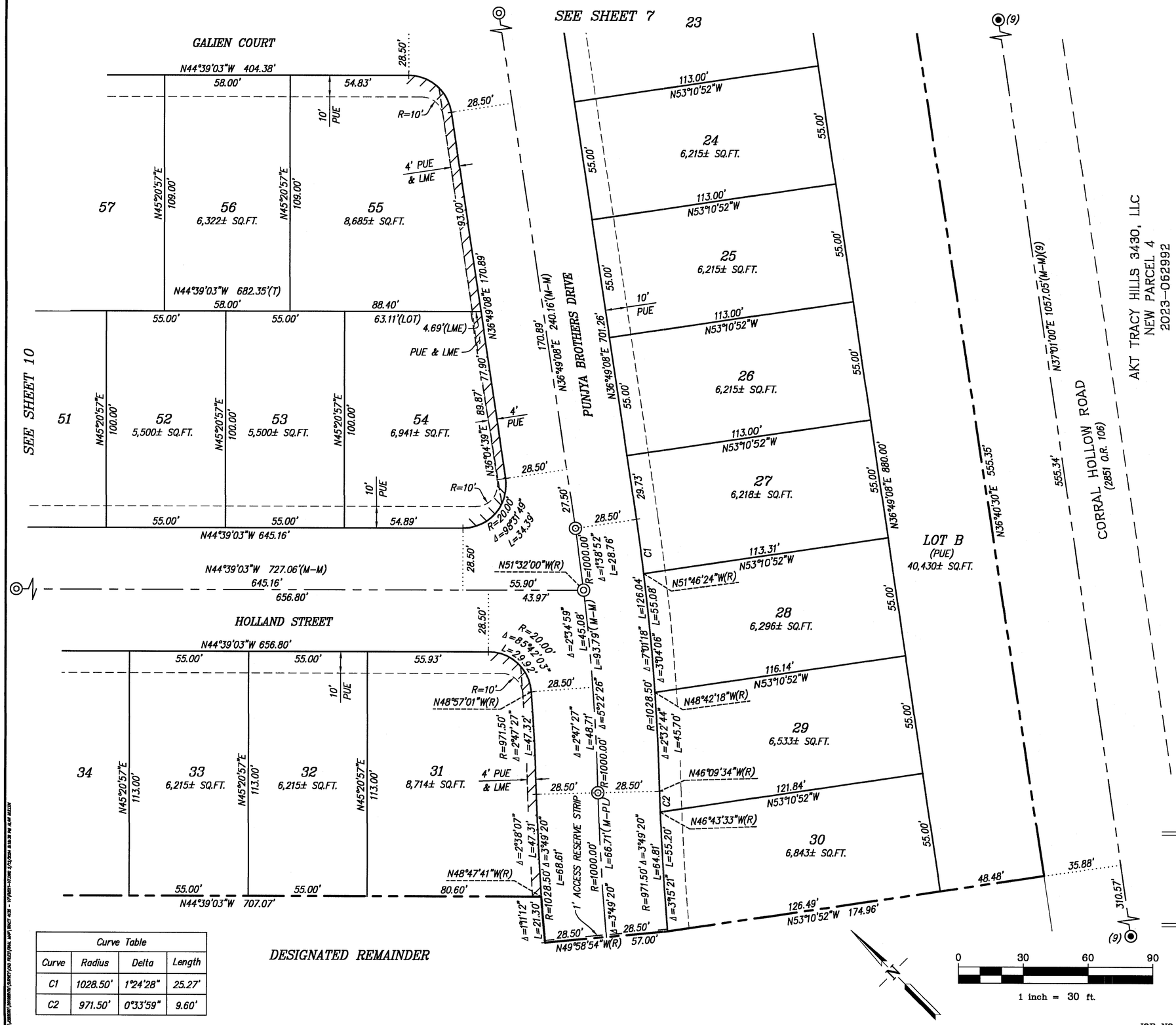
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	1028.50'	1°24'28"	25.27'
C2	971.50'	0°33'59"	9.60'

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TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4133 PER BOOK ___ OF MAPS AND PLATS AT PAGE ___ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOTS "A", "B", AND "C") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

K:\TEAM AVTS IN\ACAD\4/5 SHEET-CIVIL\4-SHT.DWG 2/8/2024 8:38:57 AM PACIFIC STANDARD TIME

TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

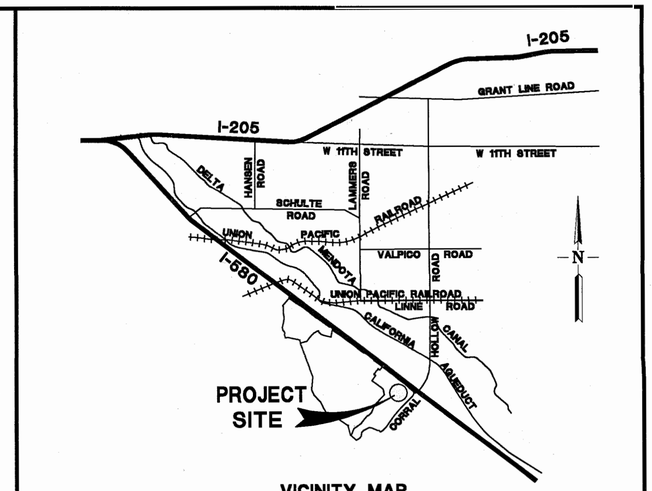
TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4135

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4136, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 8", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "WHITE HART AVENUE", "PUNJYA BROTHERS DRIVE", "ALTHORP LANE", "CHAUNCY STREET", "DAPPER STREET" AND "FROST STREET" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED ON THIS MAP AS "LOT A" IS FOR PUBLIC PARK.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1–FOOT WIDE ACCESS RESERVE STRIP SHOWN ALONG THE WEST SIDE OF WHITE HART AVENUE. SAID ONE (1) FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" OR "EVAE", AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, FOR THE PURPOSE OF INGRESS AND EGRESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 1, 20, 21, 41, 42, 63 AND 64 TO AND FROM WHITE HART AVENUE, LOTS 10, 11, 30, 31, 52, 53 AND 74 TO AND FROM PUNJYA BROTHERS DRIVE.

EXECUTED THIS 24 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

Jaime Marie Cuba
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT (TRACY HILLS 2A, CALIFORNIA) RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022–123122 AND MODIFIED PER DOCUMENT RECORDED ON MARCH 01, 2023 AS DOCUMENT NO. 2023–015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Lauren Mary Morte

PRINT NAME: LAUREN MARY MORTE

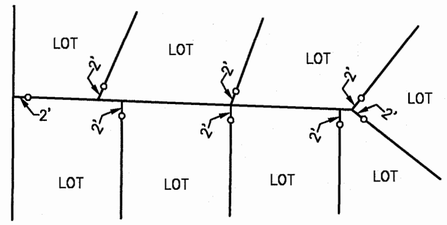
MY COMMISSION NUMBER: 2473306

MY COMMISSION EXPIRES: NOV 21, 2027

PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

© J:\2020\201068\SURVEY\CAD FILES\FINAL MAP\TRACT 4136 - HILLSIDE-WILDING 2/12/2024 12:03:07 PM ALAN WILLIS

TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4135

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17TH DAY OF APRIL, 2024.

Scott A. Shortlidge

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4136, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 8", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4136, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 8", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS–OF–WAY:

"WHITE HART AVENUE", "PUNJYA BROTHERS DRIVE", "ALTHORP LANE", "CHAUNCY STREET", "DAPPER STREET" AND "FROST STREET".

FOR THE PURPOSE OF PUBLIC PARK:

LOT "A".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

NO AFFECTING EASEMENTS

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4136, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 8", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 1, 20, 21, 41, 42, 63 AND 64 TO AND FROM WHITE HART AVENUE, LOTS 10, 11, 30, 31, 52, 53 AND 74 TO AND FROM PUNJYA BROTHERS DRIVE, AND ACCEPTED ON BEHALF OF THE PUBLIC THE EMERGENCY VEHICLE ACCESS EASEMENT OVER LOT B.

ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1–FOOT WIDE ACCESS RESERVE STRIP SHOWN ALONG THE WEST SIDE OF WHITE HEART AVENUE, ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS–OF–WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF LOT "A", SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4135
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

0 800 1600
(IN FEET)
1 inch = 800 ft.

STATION NO. 2060
FOUND 3.5" BRASS DISK WITH
CROSS STAMPED "BUREAU OF
RECLAMATION BM C1124 1329"

STATION NO. 2079 RESET
FOUND 2" DISK IN CONCRETE
STAMPED "2079" RESET
L.S. 8164 C.R.–20–02

STATION NO. 3022
FOUND 3" BRASS DISK
WITH PUNCH STAMPED
"L1259 1974"

BASIS OF BEARINGS
N44°38'35"W 9608.57'(5)(6)

N87°42'31"W 7591.70'(M–M)

N01°07'05"E 5770.72'(5)

FOUND 2" DISK L.S. 6441 IN
MONUMENT WELL AT SECTION CORNER
C.R.–18–151

N25°11'01"E
3516.87'(M–M)

LAMMERS ROAD

UNION PACIFIC RAILROAD

CORRAL HOLLOW ROAD

LANDS OF RODGERS

LANDS OF VIEIRA

SATNAM SANDHU

STATE OF CALIFORNIA – CALIFORNIA AQUEDUCT
(2677 O.R. 204 / 2690 O.R. 62 / 2722 O.R. 230 / 2886 O.R. 315)

PARCEL 1

PARCEL 3

25 PM 168

PARCEL 6

PARCEL 4
25 PM 179

PARCEL 3
25 PM 179

PARCEL 2
25 PM 179

PARCEL 1
25 PM 179

T. 2 S.
T. 3 S.

TRACT 3958
43 M&P 86

TRACT 3956
43 M&P 85

TRACT 3949
43 M&P 81

TRACT 3947
43 M&P 76

TRACT 3944
43 M&P 73

FOUND CALTRANS MONUMENT
STAMPED "SM NO. 211"

EX. WATER LINE EASEMENT
(3095 O.R. 714)

EX. RESTRICTION OF ACCESS RIGHTS
(2915 O.R. 621)

STATE OF CALIFORNIA – STATE ROUTE 580
(2915 O.R. 621 / 2574 O.R. 187 / 3095 O.R. 714)
N51°12'18"W 16475.63'(M–M)
(N51°12'30"W 16475.63')(1)(2)

EX. 20' PIPELINE EASEMENT
(3072 O.R. 594)

EX. DE
(3095 O.R. 714)

EX. 100' CE
(2012–091623)

FOUND ¾" IRON PIPE
W/CAP STAMPED
LS5340 (2)

EX. 20' PIPELINE
EASEMENT
(3079 O.R. 318 &
3132 O.R. 674)

FOUND 2" IRON PIPE WITH
BRASS CAP 1.0' ABOVE
GROUND STAMPED "D.W.R."

SIERRA VIEW DRIVE

TRACT 4132

TRACT 4134

TRACT 4133

EX. DE (2574 O.R. 182)

FOUND CALTRANS
MONUMENT
STAMPED
"SM NO. 4"

COUNTY OF
SAN JOAQUIN
1994–018838

N61°47'15"E 3210.61'

FOUND FENCE
CORNER POST

NEW PARCEL A
TRACY PHASE 4, LLC
2023–097078

NEW PARCEL B
DRP SOLARIS
MULTISTATE, LLC
2024–003609

TRACT 4135

TRACT 4136

DESIGNATED
REMAINDER

CITY OF TRACY
SAN JOAQUIN COUNTY

LANDS OF
TSAKOPOULOS
FAMILY PARTNERSHIP

AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023–062992

CONTRA COSTA
WATER DISTRICT
2010–165114

SAN JOAQUIN COUNTY
CORRAL HOLLOW
CREEK

AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023–062992

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

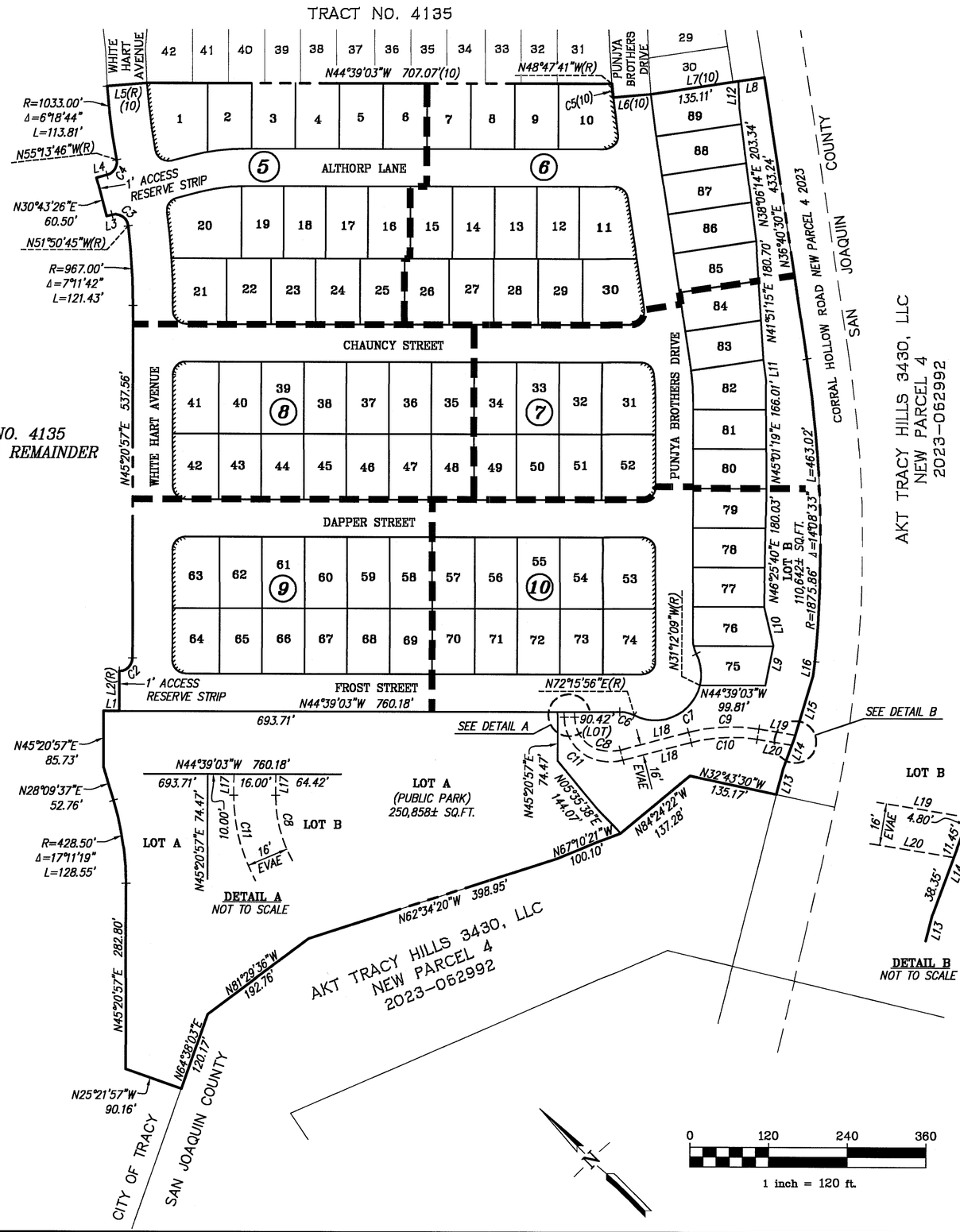
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
– – –	NEW EASEMENT LINE
— – — – —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX.	EXISTING
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
//////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4135



Line Table		
Line	Bearing	Distance
L1	N44°39'03"W	23.95'
L2	N45°20'57"E	60.50'
L3	N59°16'34"W	8.59'
L4	N59°16'34"W	16.85'
L5	N48°55'02"W	61.00'
L6	N49°58'54"W	57.00'
L7	N53°10'52"W	174.96'
L8	N53°10'52"W	39.85'
L9	N56°28'17"E	61.88'
L10	N31°47'12"E	60.99'
L11	N37°19'58"E	30.63'
L12	N43°27'32"E	41.99'
L13	N59°37'09"E	40.51'
L14	N65°38'09"E	49.80'
L15	N61°50'09"E	98.89'
L16	N52°46'09"E	21.82'
L17	N45°20'57"E	8.04'
L18	N59°24'38"W	107.78'
L19	N35°24'44"W	56.65'
L20	N35°24'44"W	53.85'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	16°25'33"	5.73'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	97°25'49"	34.01'
C4	20.00'	85°57'12"	30.00'
C5	1028.50'	1°11'12"	21.30'
C6	50.00'	26°55'00"	23.49'
C7	70.00'	103°28'05"	126.41'
C8	52.00'	104°45'35"	95.08'
C9	258.00'	23°59'54"	108.06'
C10	242.00'	23°59'54"	101.36'
C11	68.00'	104°45'35"	124.33'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4135

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 29.33±ACRES
AREA OF LOTS 1-89 = 14.53±ACRES
AREA OF STREETS = 6.50±ACRES

SHEET COVERAGE
(5) SHEET NUMBER

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- EX. EXISTING
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- //////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

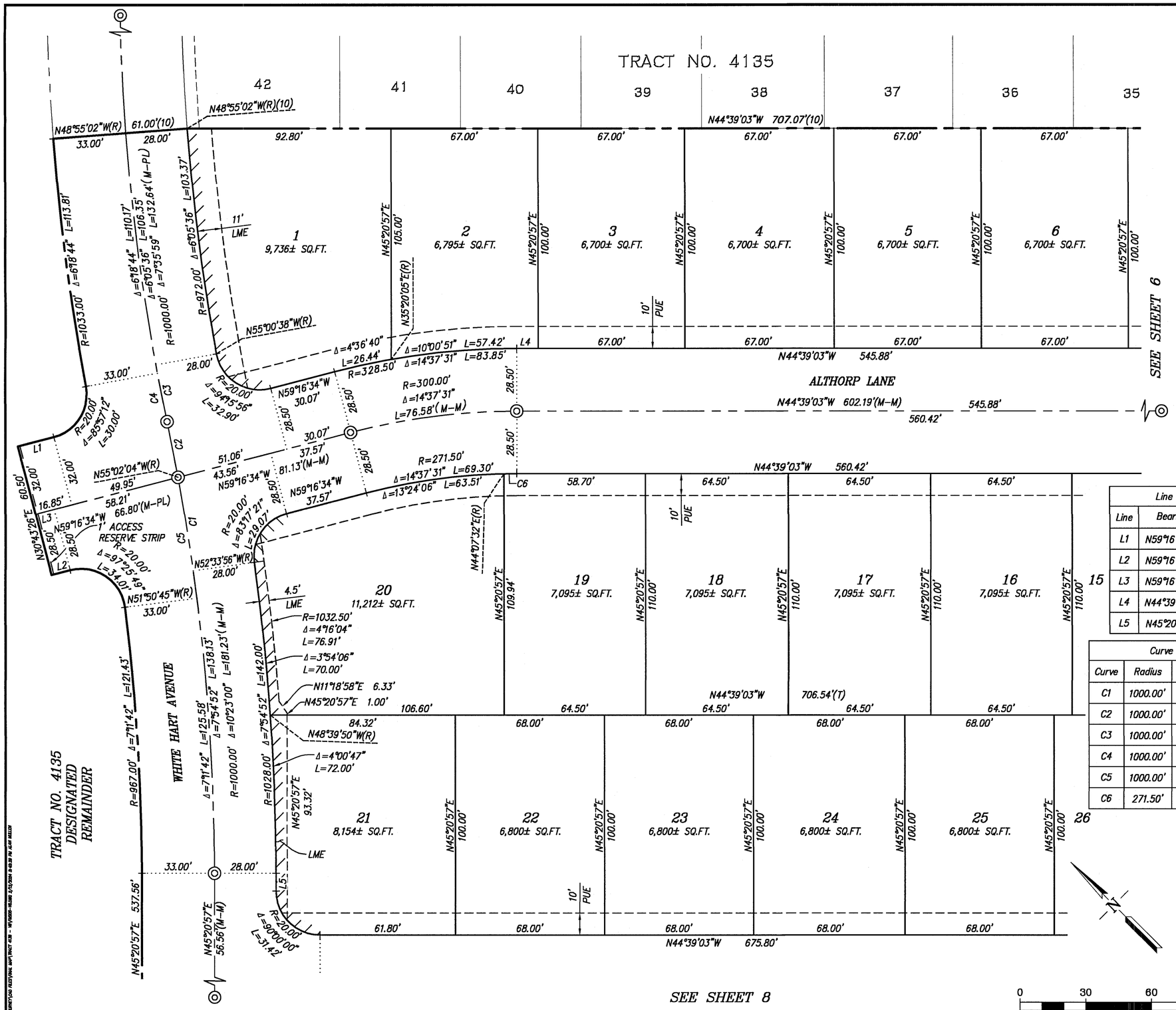
TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4135
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



REFERENCES:

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GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

Line Table		
Line	Bearing	Length
L1	N59°16'34"W	16.85'
L2	N59°16'34"W	8.59'
L3	N59°16'34"W	8.59'
L4	N44°39'03"W	9.88'
L5	N45°20'57"E	8.06'

Curve Table			
Curve	Radius	Delta	Length
C1	1000.00'	2°28'08"	43.09'
C2	1000.00'	1°28'58"	25.88'
C3	1000.00'	1°30'23"	26.29'
C4	1000.00'	1°17'15"	22.47'
C5	1000.00'	3°11'19"	55.65'
C6	271.50'	1°13'25"	5.80'

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- o SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- EX. EXISTING
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M–M) MONUMENT TO MONUMENT
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- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- //////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4135

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BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

0 30 60 90
1 inch = 30 ft.

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

TRACT NO. 4135

35 | 34 | 33 | 32 | 31 | 30

N44°39'03"W 707.07'(10)

67.00' | 67.00' | 67.00' | 78.27'

N48°47'41"W(R)(10)

R=1000.00'
Δ=3°49'20"
L=66.71'(M-PL)(10)

R=1028.50'
Δ=1°11'12"
L=21.30'(10)

N49°58'54"W(R)

57.00'(10)

N53°10'52"W 174.96'(10)
135.11'

39.85'

N43°27'32"E
41.99'

28.50' | 28.50'

R=1028.50'
Δ=4°19'11"
L=77.54'

Δ=3°07'59"
L=56.24'

L=54.68'

Δ=3°07'59"
R=1000.00'
Δ=3°11'58"
L=55.84'(M-PL)

R=971.50'
L=54.25'

Δ=3°11'58"

N53°10'52"W(R)

6 | 7 | 8 | 9 | 10 | 89 | 88 | 87 | 86 | 85 | 84

6,700± SQ.FT. | 6,700± SQ.FT. | 6,700± SQ.FT. | 8,231± SQ.FT. | 8,633± SQ.FT. | 7,835± SQ.FT. | 7,754± SQ.FT. | 7,673± SQ.FT. | 7,474± SQ.FT.

N45°20'57"E 100.00'

4.5' LME

4' PUE

10' PUE

N53°06'53"W(R)

R=10'

Δ=0°03'59"
L=1.16'

28.50' | 28.50'

23.30'

10.78'

N53°10'52"W
131.25'

60.02'

60.00'

LOT B

N53°10'52"W
129.90'

203.34'

N38°06'14"E

N53°10'52"W
128.56'

N53°10'52"W
127.21'

N53°10'52"W
121.92'

369.35'

180.70'

N41°51'15"E

60.23'

N36°49'08"E

R=20.00'
Δ=98°27'49"
L=34.37'

N36°49'08"E
55.10'(M-M)

ALTHORP LANE

N44°39'03"W 602.19'(M-M)

545.88' | 56.32'
560.42' | 41.77'

N44°39'03"W 545.88'

67.00' | 67.00' | 67.00' | 67.00'

28.50'

R=20.00'
Δ=81°28'11"
L=28.44'

41.77'

N44°39'03"W 560.42'

64.50' | 64.50' | 64.50' | 64.50' | 50.22'

10' PUE

28.50'

R=10'

4' PUE

94.01'

5' LME

171.90'

N36°49'08"E

171.90'
N36°49'08"E 269.99'(M-M)

PUNTA BROTHERS DRIVE

56.32'

SEE SHEET 5

16 | 15 | 14 | 13 | 12 | 11

7,095± SQ.FT. | 7,095± SQ.FT. | 7,095± SQ.FT. | 8,266± SQ.FT.

N45°20'57"E 110.00'

N44°39'03"W 706.54'(T)

64.50' | 64.50' | 64.50' | 64.50' | 83.94'
68.00' | 68.00' | 68.00' | 68.00' | 78.22'

25 | 26 | 27 | 28 | 29 | 30

6,800± SQ.FT. | 6,800± SQ.FT. | 6,800± SQ.FT. | 8,452± SQ.FT.

N45°20'57"E 100.00'

4' PUE

77.90'

6.5' LME

28.50'

R=10'

R=20.00'
Δ=98°31'49"
L=34.39'

68.00' | 68.00' | 68.00' | 68.00' | 70.00'

N44°39'03"W 675.80'

CHAUNCY STREET

SEE SHEET 7

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
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(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4135

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX.	EXISTING
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

0 | 30 | 60 | 90

1 inch = 30 ft.

TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

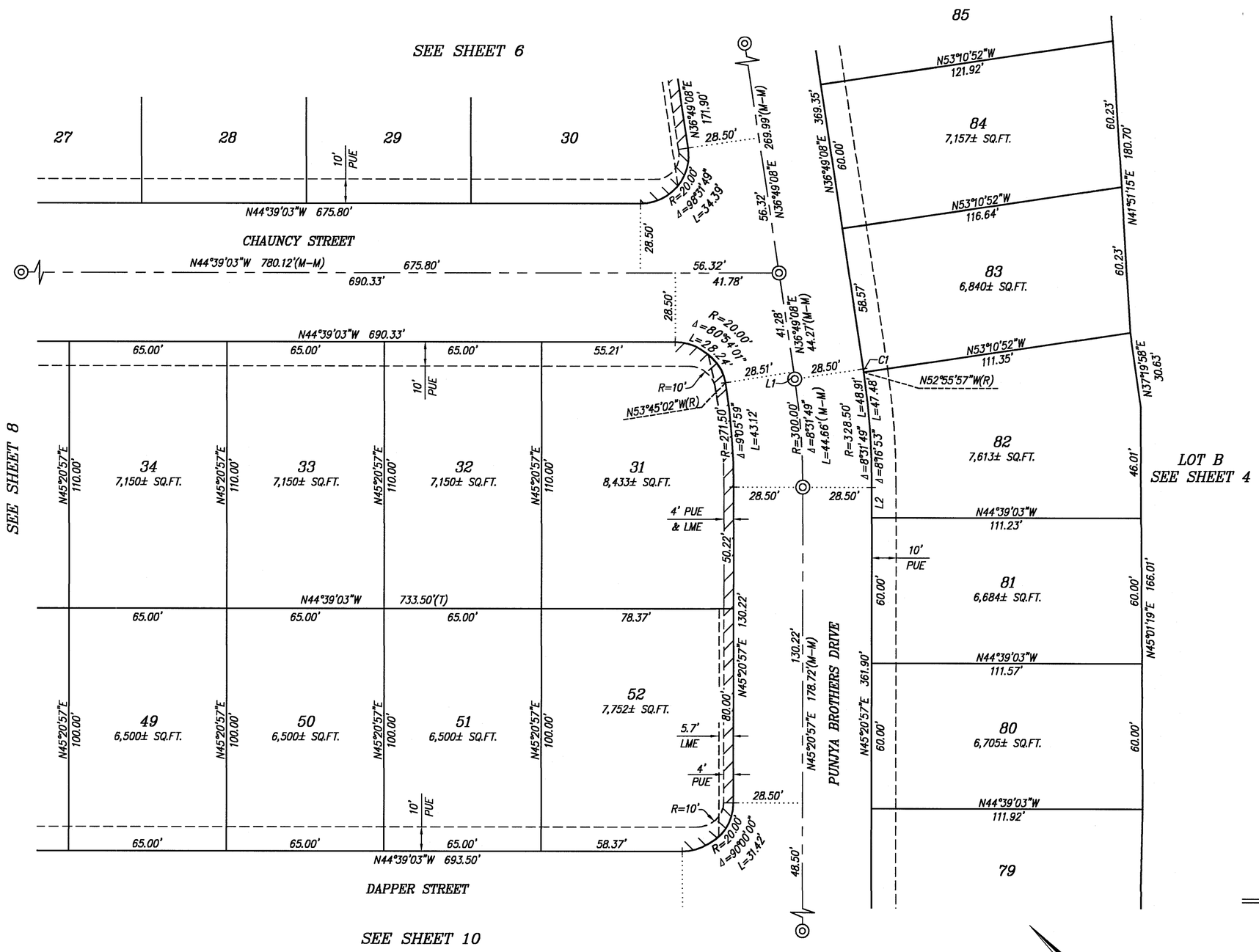
TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4135

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Curve Table			
Curve	Radius	Delta	Length
C1	328.50'	0°14'55"	1.43'

Line Table		
Line	Bearing	Length
L1	N36°49'08"E	2.98'
L2	N45°20'57"E	12.50'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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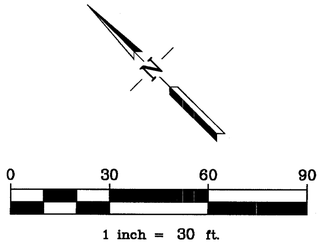
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	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
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TRACT NO. 4136
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TRACY HILLS VILLAGE 8

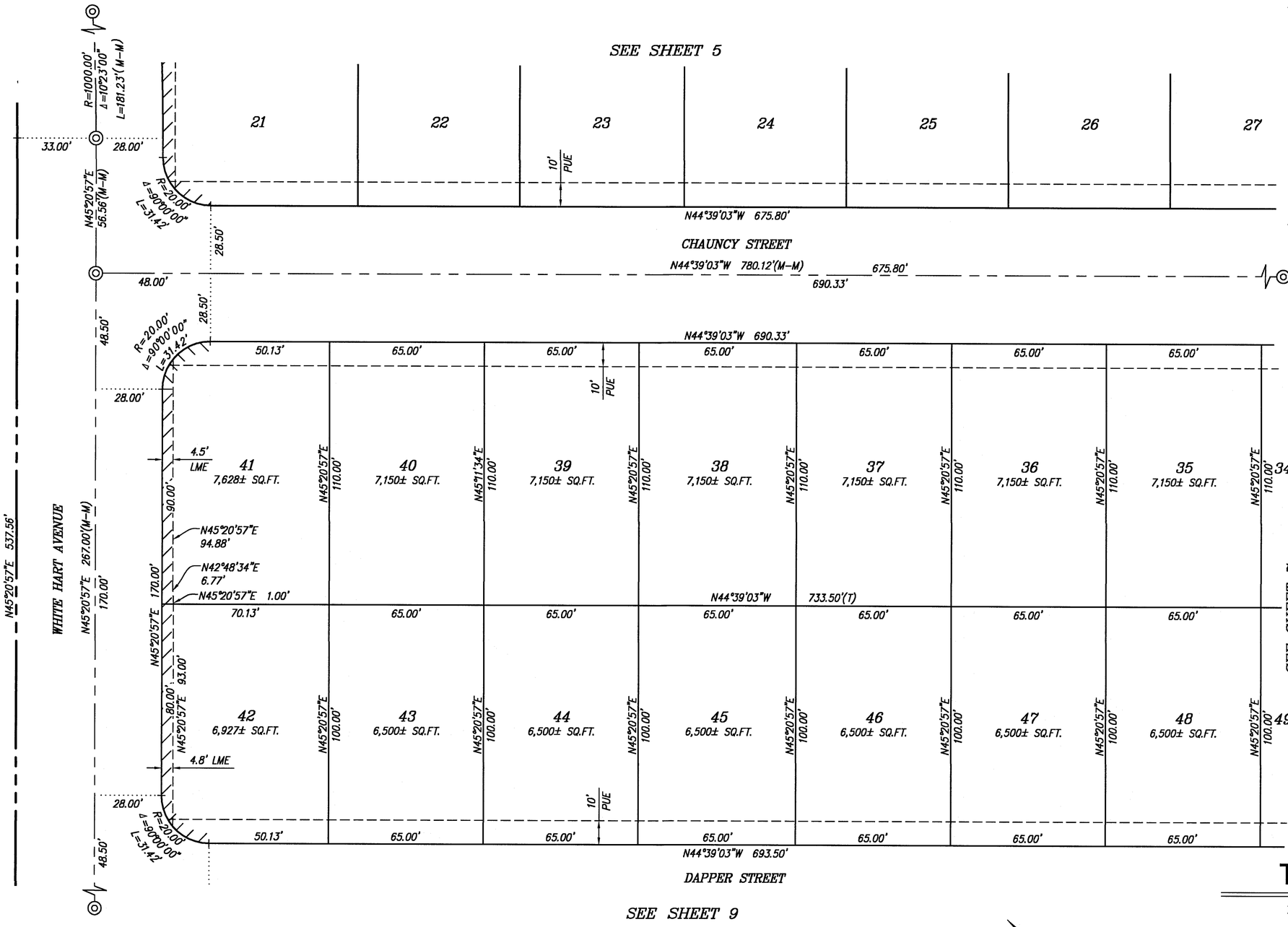
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



REFERENCES:

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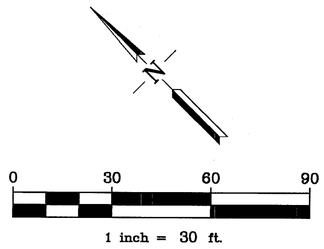
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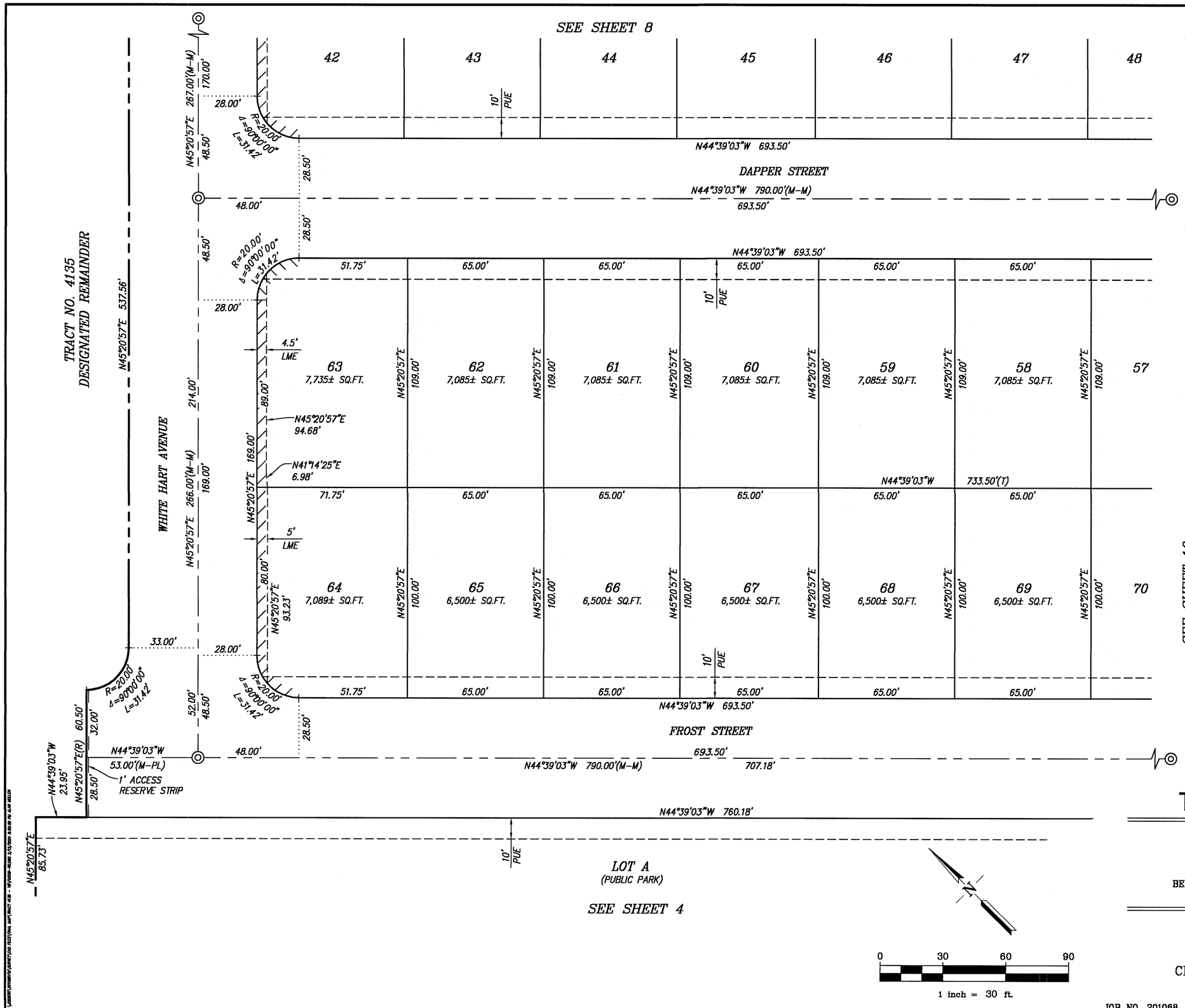
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FEBRUARY 2024



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TRACT NO. 4136
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TRACY HILLS VILLAGE 8

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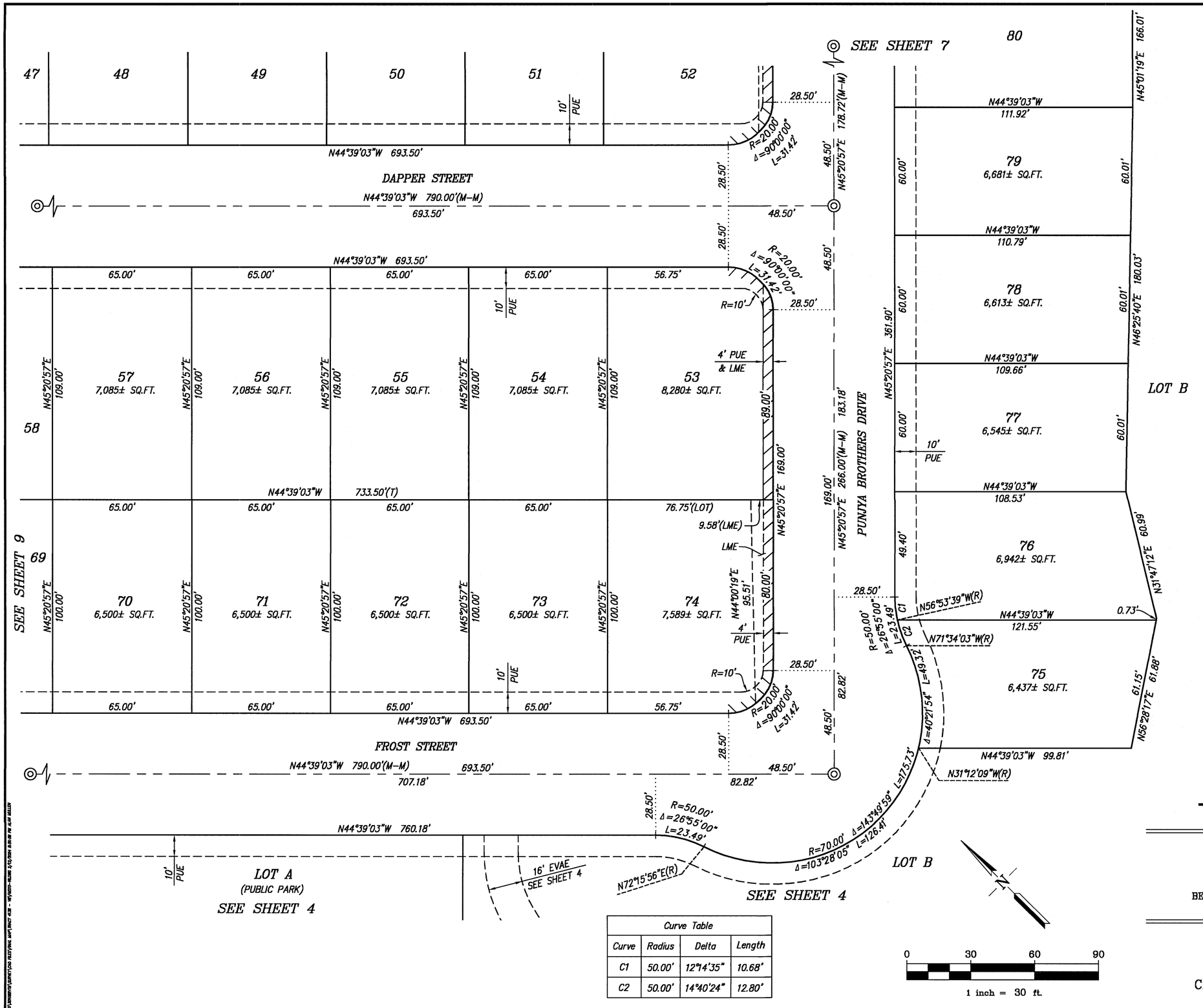
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FEBRUARY 2024

JOB NO. 201068

SHEET 9 OF 11 SHEETS



Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	12°14'35"	10.68'
C2	50.00'	14°40'24"	12.80'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

TRACT NO. 4136
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FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THIS PARCEL (LOT "B") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

C:\USERS\JWOMMER\DOCUMENTS\WORK FILES\TRACY HILLS VILLAGE 8\TRACY HILLS VILLAGE 8 - FINAL MAP.DWG 2/15/24 2:38:38 PM JWOMMER

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4137, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "ALTHORP LANE", "FROST STREET", "LAMPLIGHT DRIVE", "LAMPLIGHT COURT", "FLOYD GLENN WISE DRIVE" AND "FLOYD GLENN WISE COURT" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT WEST SIDE OF FROST STREET. SAID ONE (1) FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS //////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 26, 48, 59, 27, 47 AND 60 TO AND FROM ALTHORP LANE, LOTS 36, 37 AND 69 TO AND FROM FROST STREET.

EXECUTED THIS 24 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4136

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT (TRACY HILLS 2A, CALIFORNIA) RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123122 AND MODIFIED PER DOCUMENT RECORDED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(IES), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

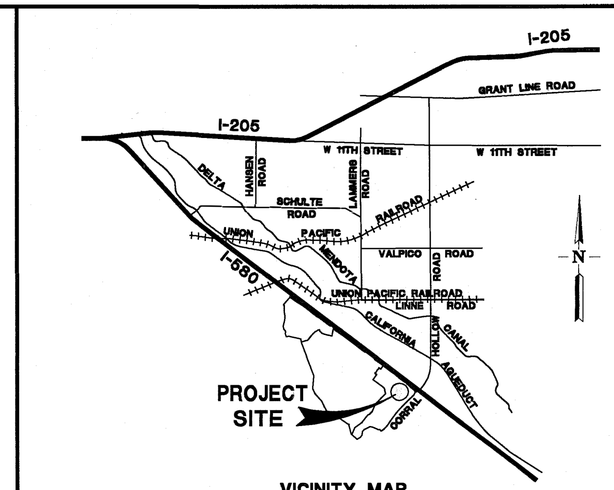
SIGNATURE: Lauren Mary Morte

PRINT NAME: LAUREN MARY MORTE

MY COMMISSION NUMBER: 2473306

MY COMMISSION EXPIRES: NOV 21, 2027

PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

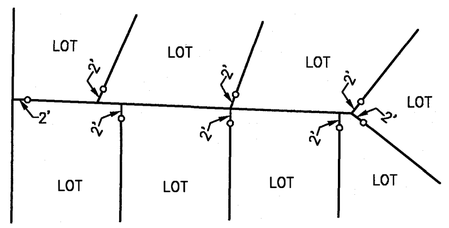


VICINITY MAP
NOT TO SCALE

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.

2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 2024, AT ____ __M., IN BOOK _____
OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

© I:\2020\201068\MAP\FINAL MAP\TRACT 4137 - HYDRO-VOLUME 2\TRACY HILLS VILLAGE 9 FINAL MAP.DWG 2/13/2024 8:03:04 PM ALAN MALTBY

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4136

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17th DAY OF April, 2024.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4137, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4137, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS–OF–WAY:

"ALTHORP LANE", "FROST STREET", "LAMPLIGHT DRIVE", "LAMPLIGHT COURT", "FLOYD GLENN WISE DRIVE", AND "FLOYD GLENN WISE COURT".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

NO AFFECTING EASEMENTS

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4137, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 26, 48, 59, 27, 47 AND 60 TO AND FROM ALTHORP LANE, LOTS 36, 37 AND 69 TO AND FROM FROST STREET.

ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1–FOOT WIDE ACCESS RESERVE STRIP SHOWN ALONG THE WEST SIDE OF FROST STREET, ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS–OF–WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

© J:\2022\201066\SURVEY\CIVD\FINAL MAP\TRACT 4137 - VILLAGE 9\201066-TRACT 4137 FINAL MAP.DWG 2/12/2024 4:04:44 PM ALAN WALLIN

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

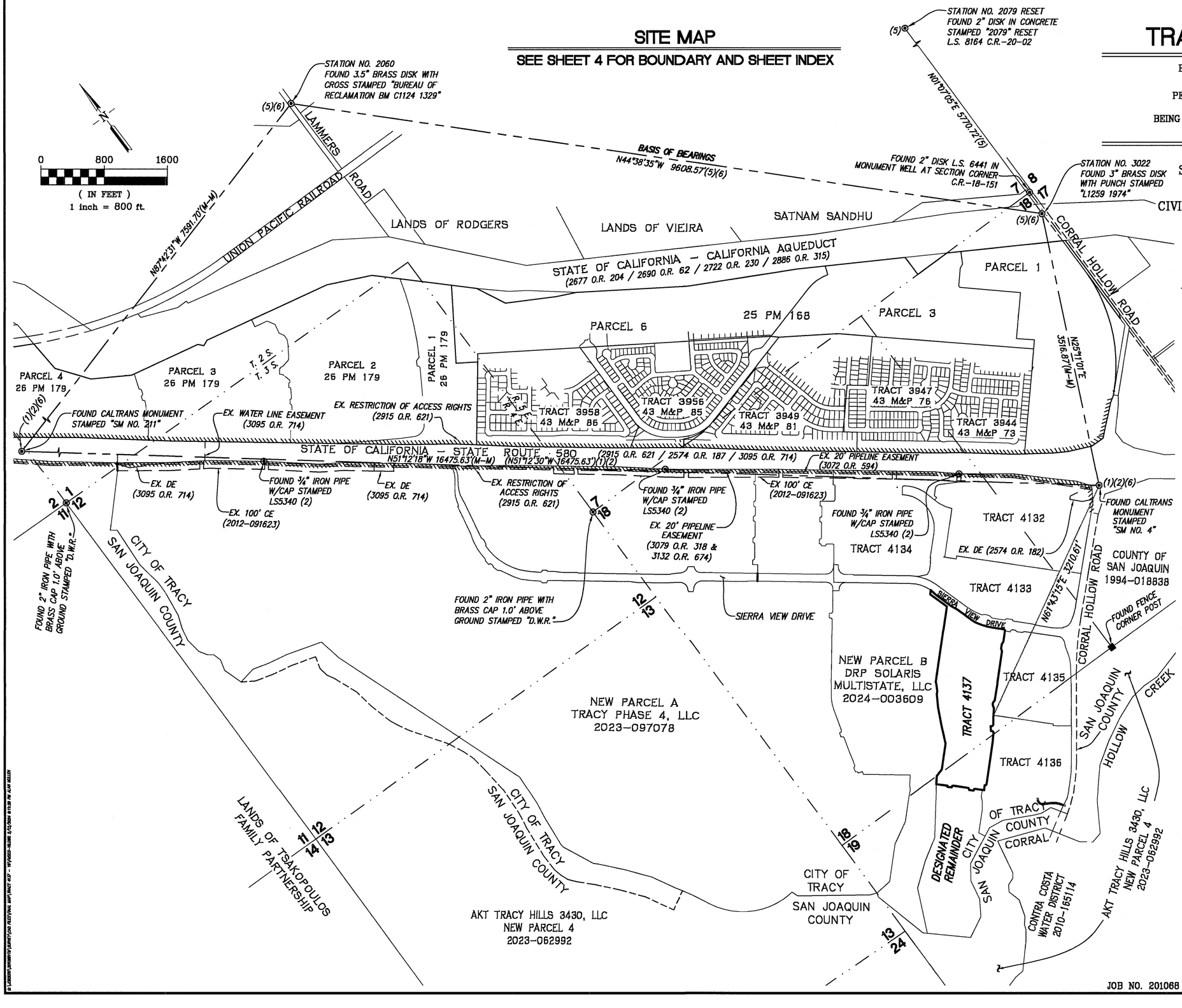
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — — —	EXISTING EASEMENT LINE
- - - - -	NEW EASEMENT LINE
— — — —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

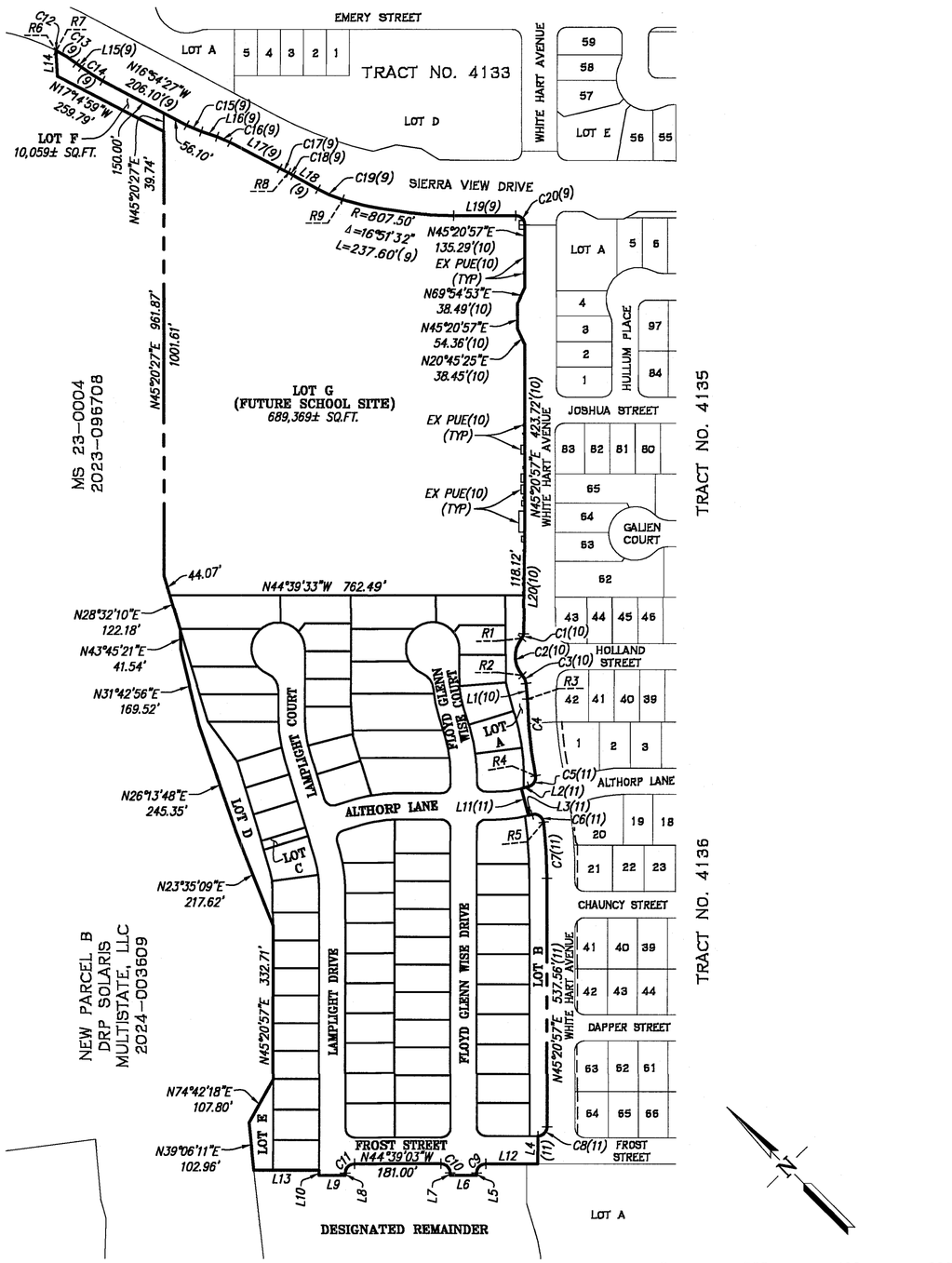
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(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4135
(11) TRACT NO. 4136

Radial Bearing Table	
No.	Bearing
R1	N3°31'58"W
R2	N87°27'10"W
R3	N45°56'27"W
R4	N55°13'46"W
R5	N51°50'45"W
R6	N72°07'24"E
R7	N72°12'34"E
R8	N71°34'07"E
R9	N62°12'28"E

Line Table		
Line	Bearing	Length
L1	N39°36'39"E	34.46'
L2	N59°16'34"W	16.85'
L3	N59°16'34"W	8.59'
L4	N45°20'57"E	60.50'
L5	N45°20'57"E	5.00'
L6	N44°39'03"W	57.00'
L7	N45°20'57"E	5.00'
L8	N45°20'57"E	5.00'
L9	N44°39'03"W	57.00'
L10	N45°20'57"E	11.48'
L11	N30°43'26"E	60.50'
L12	N44°39'03"W	112.74'
L13	N44°39'03"W	141.65'
L14	N41°52'32"E	55.73'
L15	N07°13'47"W	14.52'
L16	N26°07'56"W	36.35'
L17	N16°54'27"W	121.94'
L18	N15°28'14"W	61.60'
L19	N44°39'03"W	135.17'
L20	N46°12'17"E	201.10'

Curve Table			
Curve	Radius	Delta	Length
C1	15.00'	40°15'44"	10.54'
C2	60.00'	83°55'12"	87.88'
C3	30.00'	37°03'50"	19.41'
C4	1033.00'	9°17'19"	167.47'
C5	20.00'	85°57'12"	30.00'
C6	20.00'	97°25'49"	34.01'
C7	967.00'	7°11'42"	121.43'
C8	20.00'	90°00'00"	31.42'
C9	20.00'	90°00'00"	31.42'
C10	20.00'	90°00'00"	31.42'
C11	20.00'	90°00'00"	31.42'
C12	453.50'	0°05'10"	0.68'
C13	279.50'	10°33'39"	51.52'
C14	320.50'	9°40'39"	54.13'
C15	215.00'	9°13'30"	34.62'
C16	185.00'	9°13'30"	29.79'
C17	796.50'	1°31'26"	21.19'
C18	229.50'	2°57'38"	11.86'
C19	270.50'	12°19'17"	58.17'
C20	20.00'	90°00'00"	31.42'



BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 34.46±ACRES
AREA OF LOTS 1-69 = 12.48±ACRES
AREA OF STREETS = 4.36±ACRES

GRID NOTE:

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BASIS OF BEARINGS

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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
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- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
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- (DATA)(1) RECORD DATA & REFERENCE
- //////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

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TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

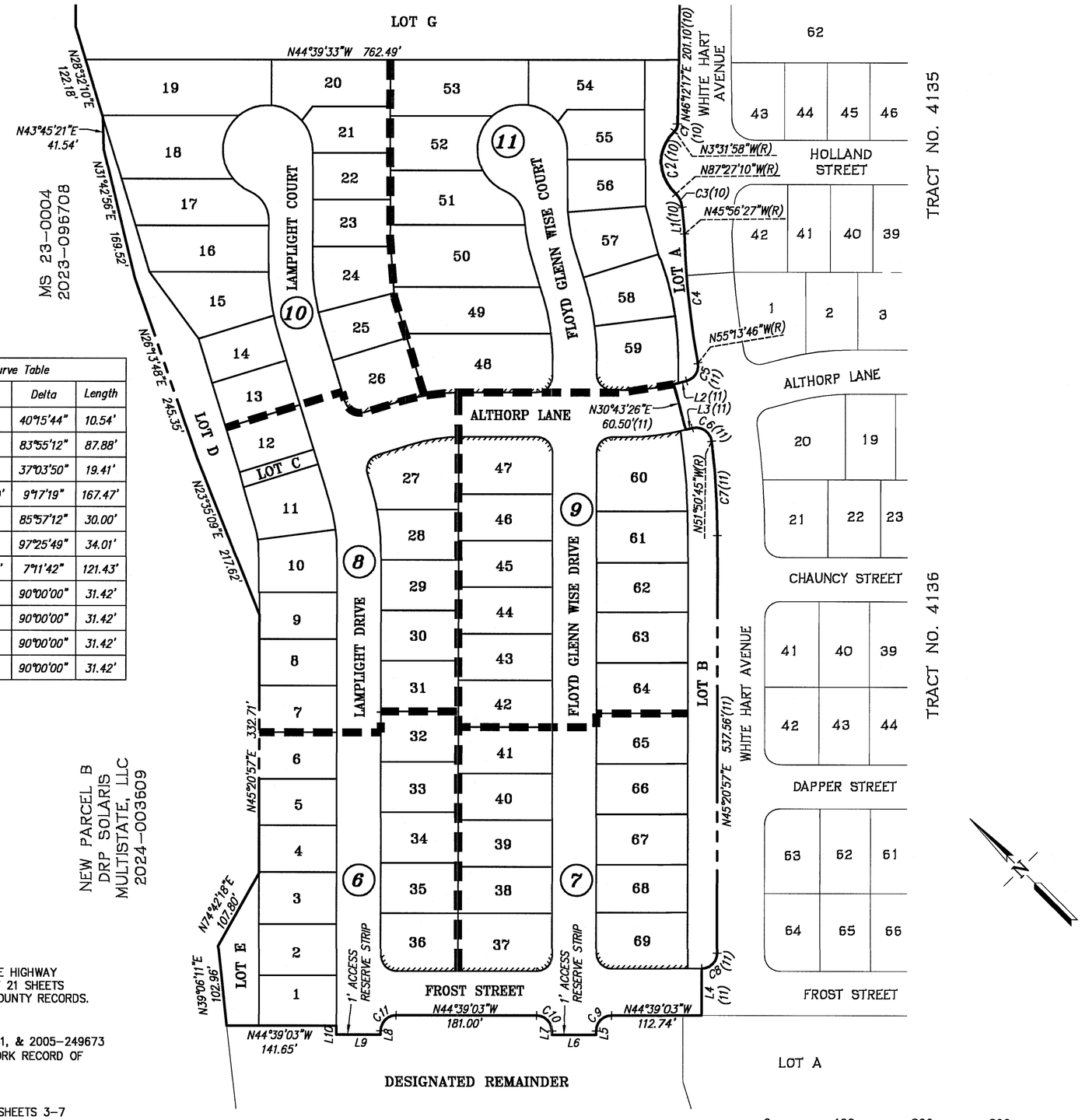
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024



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SHEET INDEX MAP

SHEET COVERAGE

(6) SHEET NUMBER

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

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	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
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0 100 200 300

1 inch = 100 ft.

TRACT NO. 4137

SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136

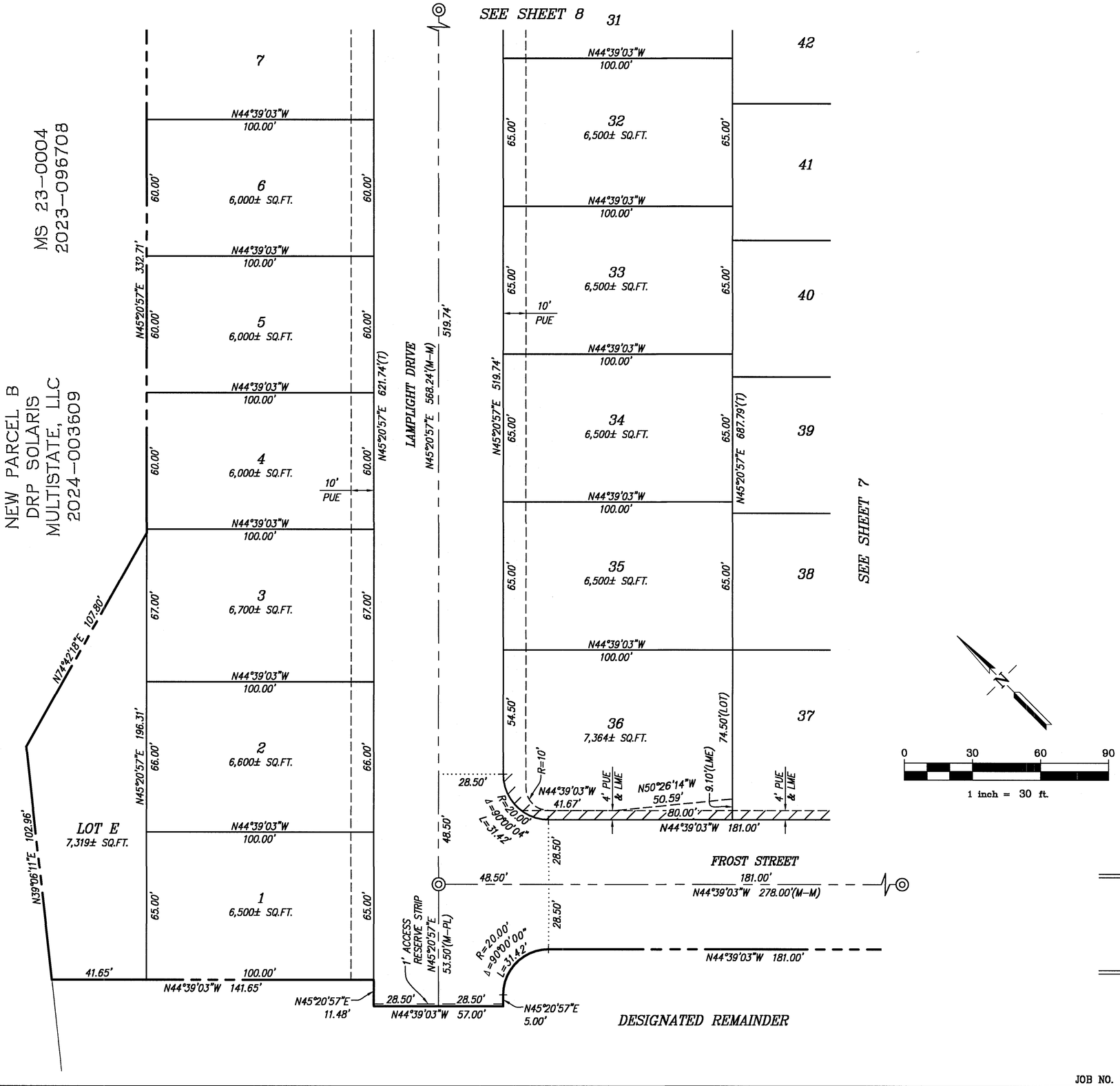
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024

JOB NO. 201068



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LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— - - ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
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TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

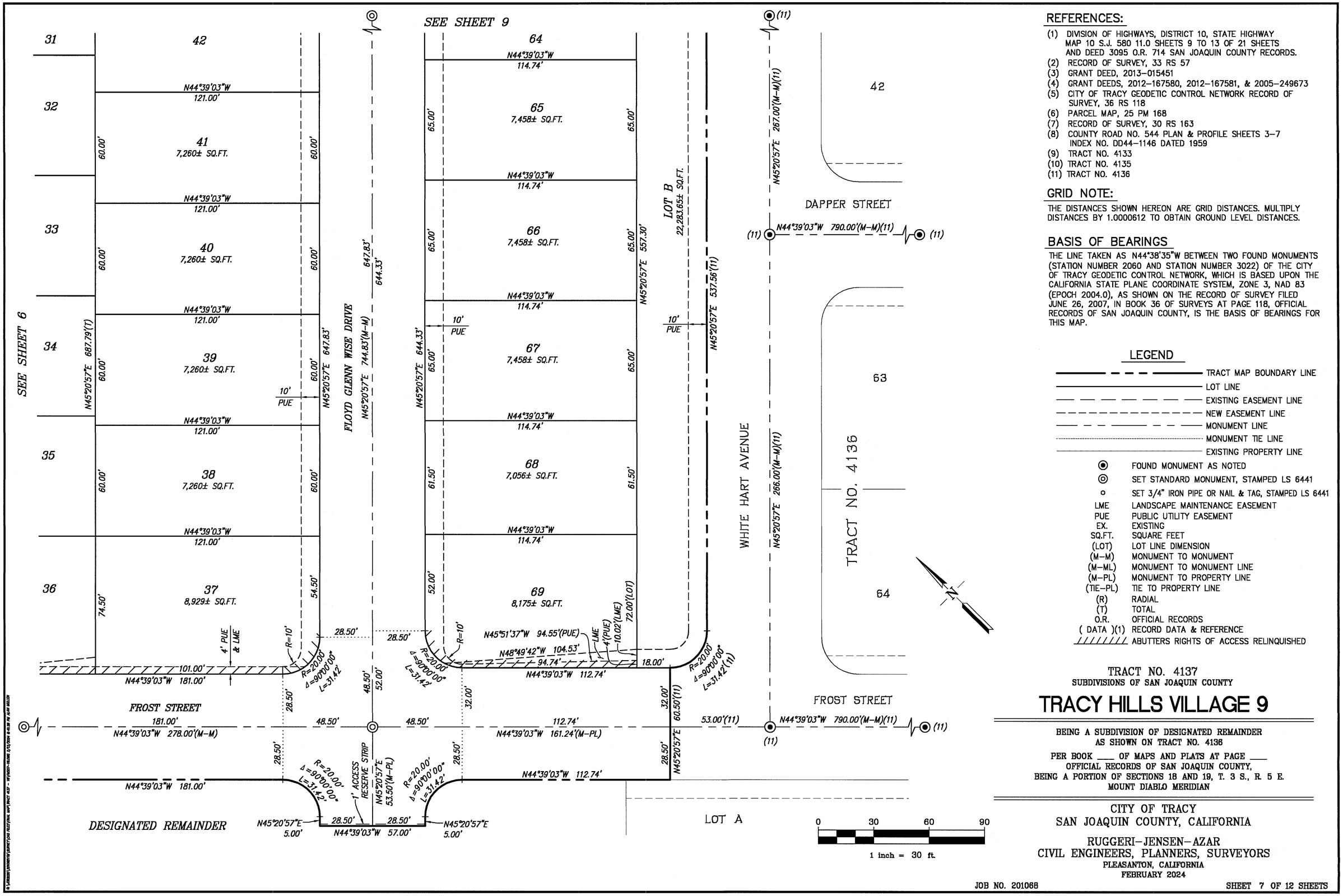
TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4136
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(9) TRACT NO. 4133
(10) TRACT NO. 4135
(11) TRACT NO. 4136

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TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

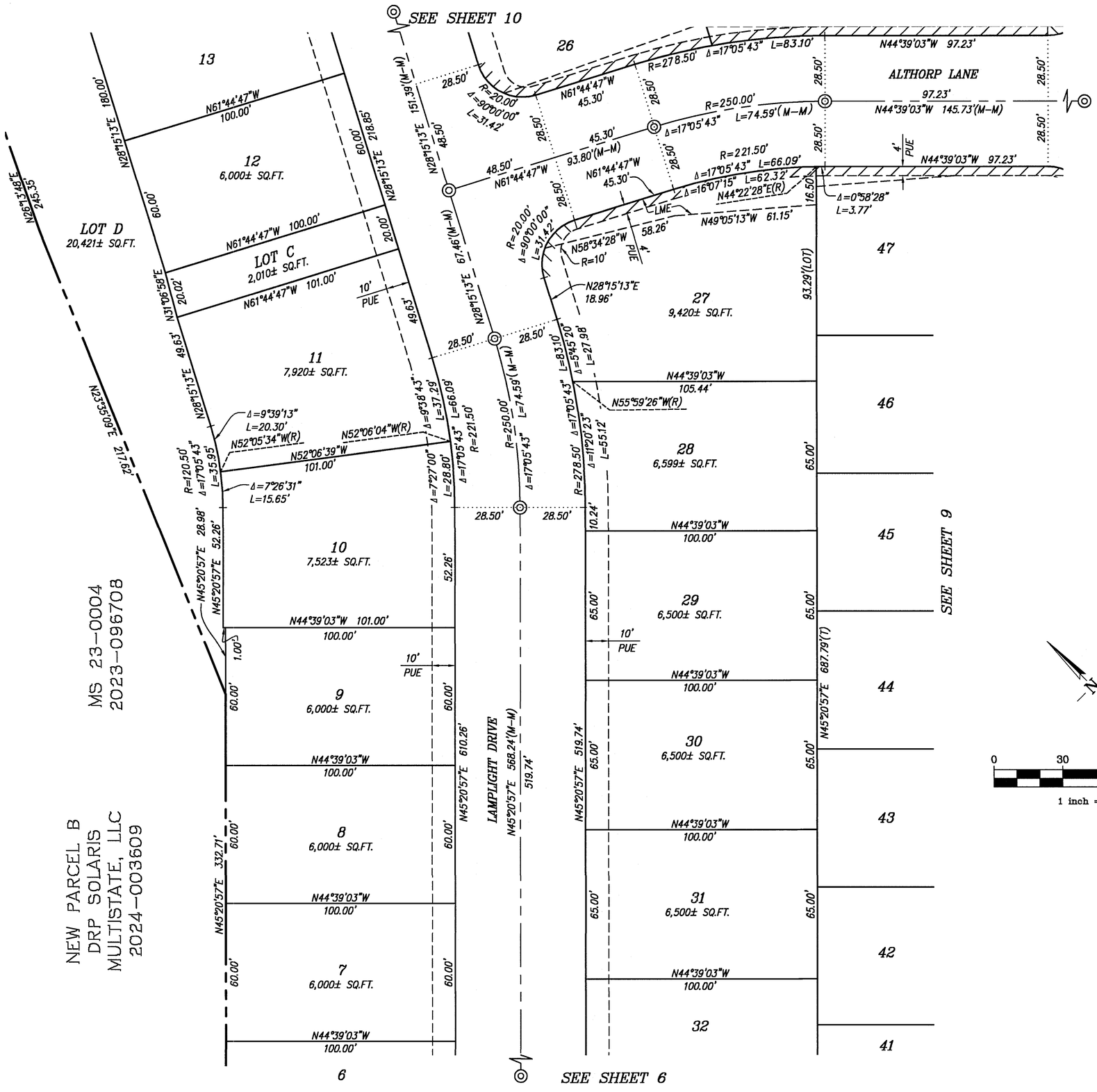
BEING A SUBDIVISION OF DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

© C:\PROJECTS\TRACY\DAD FESTIVAL WAY\TRACT 4137 - WYNDER-TRUMBO 2/15/2024 8:49:38 PM JAMY MILLER



0 30 60 90

1 inch = 30 ft.

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TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

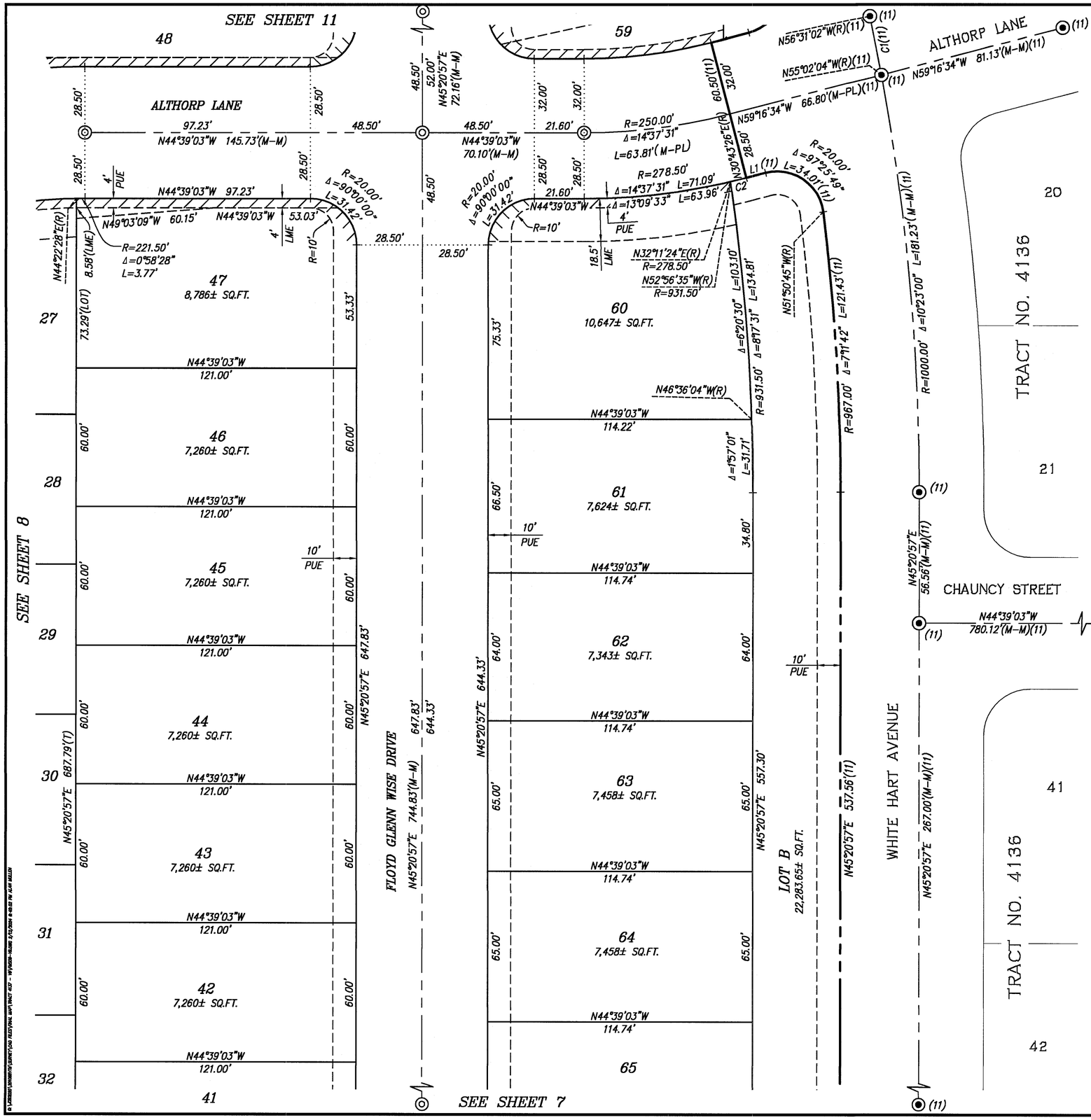
TRACY HILLS VILLAGE 9

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Curve Table			
Curve	Radius	Delta	Length
C1	1000.00'	1°28'58"	25.88'
C2	278.50'	1°27'58"	7.13'

Line Table		
Line	Bearing	Length
L1	N59°16'34"W	8.59'

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1 inch = 30 ft.

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

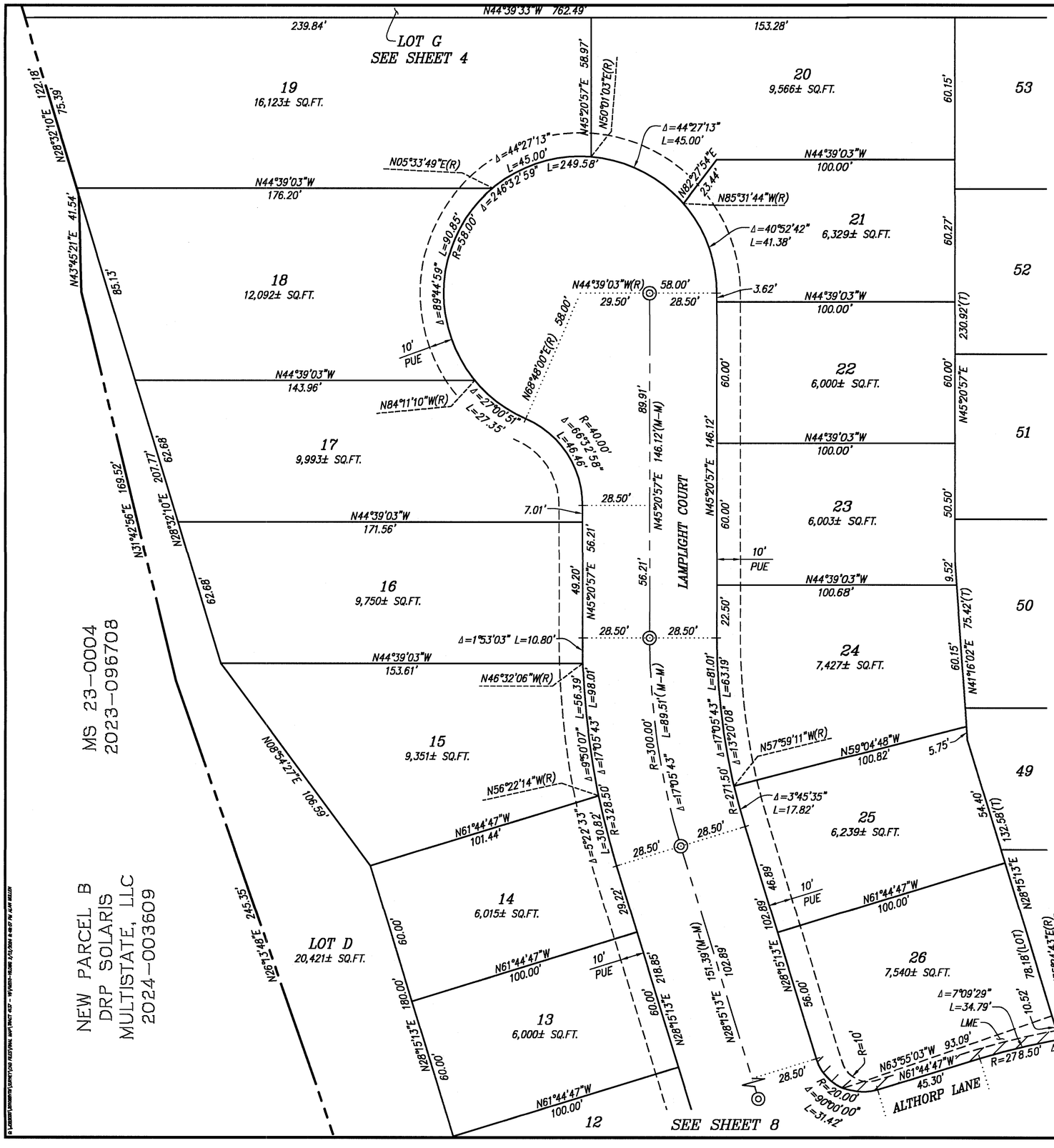
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

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TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

LOT G SEE SHEET 4

SEE SHEET 10

SEE SHEET 9

ALTHORP LANE

WHITE HART AVENUE

HOLLAND STREET

FLOYD GLENN WISE COURT

TRACT NO. 4135

TRACT NO. 4136

Curve Table			
Curve	Radius	Delta	Length
C1	1000.00'	1°28'58"	25.88'

Line Table		
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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
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1 inch = 30 ft.

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136

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RUGGERI–JENSEN–AZAR
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FEBRUARY 2024

JOB NO. 201068

SHEET 11 OF 12 SHEETS

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "A", "B", "C", "D", "E", AND "F") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

4. PARCEL "G" IS RESERVED FOR A FUTURE SCHOOL SITE.

ACTIVE [illegible]

TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

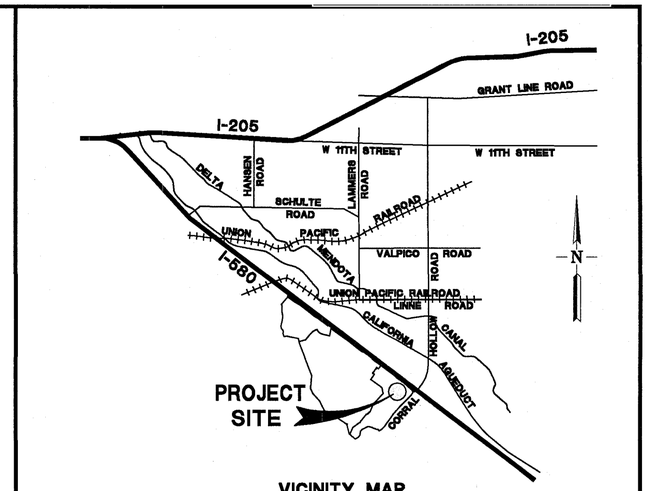
TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4137

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4138, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 10", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "LAMPLIGHT DRIVE", "FLOYD GLENN WISE DRIVE", "LAYLA WAY", AND "MOSS WAY" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS //////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 56, 57 AND 86 TO AND FROM FROST STREET, LOTS 45, 46, 67 AND 68 TO AND FROM MOSS WAY, LOTS 34 AND 79 TO AND FROM LAYLA WAY.

EXECUTED THIS 25 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: _____
STEVEN S. BENSON, ITS MANAGER

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT (TRACY HILLS 2A, CALIFORNIA) RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123122 AND MODIFIED PER DOCUMENT RECORDED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

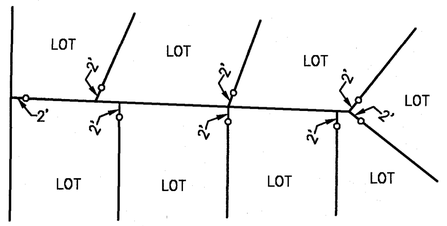
IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 24th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

_____
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 24th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND ~~THAT~~ BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: _____

PRINT NAME: LAUREN MARY MORTE

MY COMMISSION NUMBER: 2473306

MY COMMISSION EXPIRES: NOV 21, 2027

PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

© \\2020\DRAWING\SURVEY\OLD FILES\FINAL MAP\TRACT 4138 - TRACY HILLS VILLAGE 10.DWG 2/7/2024 8:28:39 AM ALAN MILLER

TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4137

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 24th DAY OF APRIL, 2024.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR — SCOTT A. SHORTLIDGE — No. 6441 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4138, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 10", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER — KOOSUN KIM — No. 64769 — CIVIL — STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4138, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 10", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR — DAVID W. ENKE — No. 4071 — STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS–OF–WAY:

"LAMPLIGHT DRIVE", "FLOYD GLENN WISE DRIVE", "LAYLA WAY", AND "MOSS WAY".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

NO AFFECTING EASEMENTS

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4138, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 10", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 56, 57 AND 86 TO AND FROM FROST STREET, LOTS 45, 46, 67 AND 68 TO AND FROM MOSS WAY, LOTS 34 AND 79 TO AND FROM LAYLA WAY.

ACCEPTED ON BEHALF OF THE PUBLIC THE OFFER OF DEDICATION OF ALL STREET RIGHTS–OF–WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

G:\2020\201068\SURVEY\CAD FILES\FINAL MAP\TRACT 4138 - VILLAGE 10 FINAL MAP.DWG 2/6/2024 4:36:14 PM KJAY MILLER

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

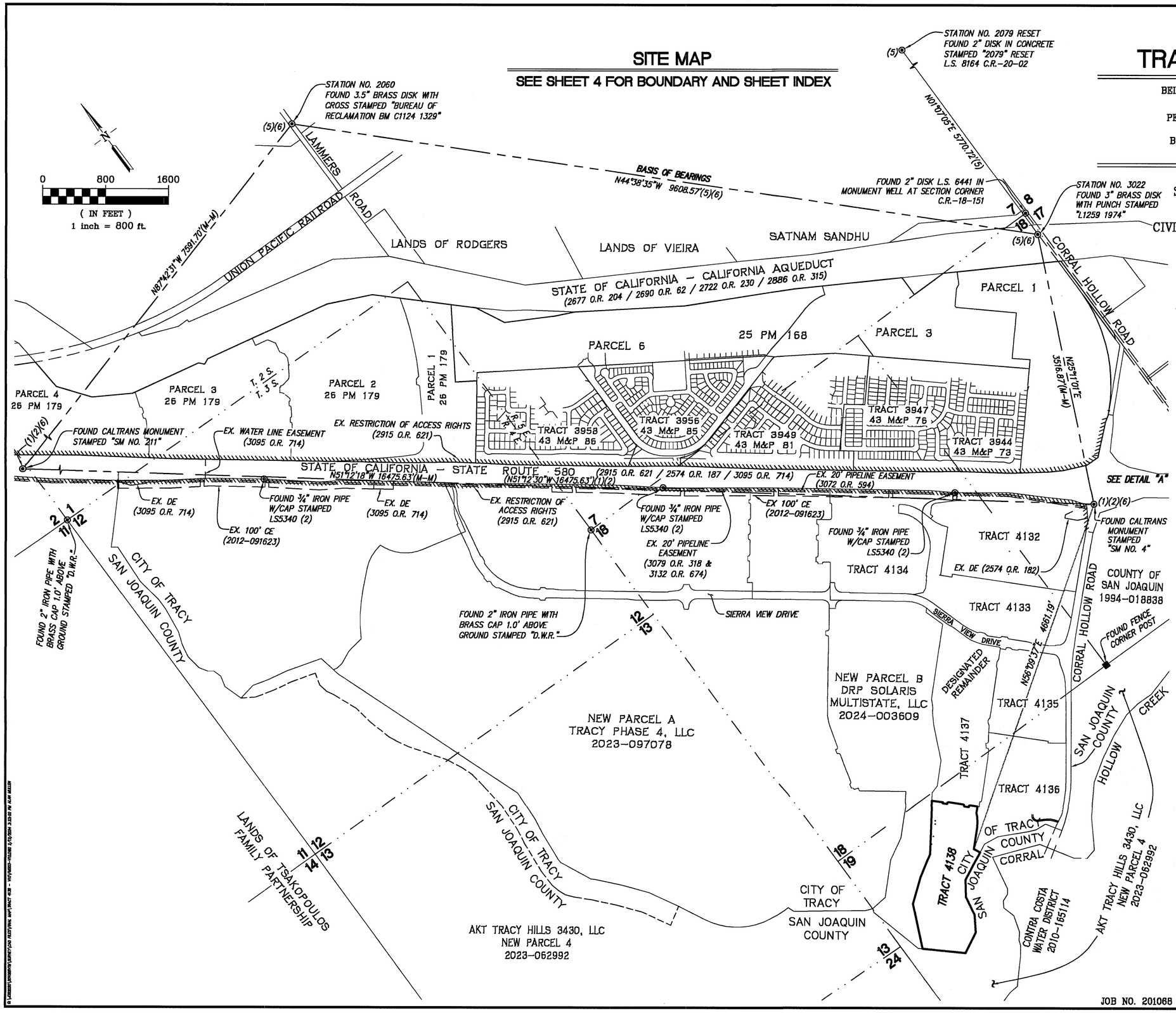
TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4137
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— – ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
//////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4136
(10) TRACT NO. 4137

Line Table		
Line	Bearing	Length
L1	N45°20'57"E	5.00'
L2	N45°20'57"E	5.00'
L3	N44°39'03"W	57.00'
L4	N45°20'57"E	5.00'
L5	N45°20'57"E	85.73'
L6	N28°09'37"E	52.76'
L7	N45°20'57"E	11.48'
L8	N44°39'03"W	57.00'

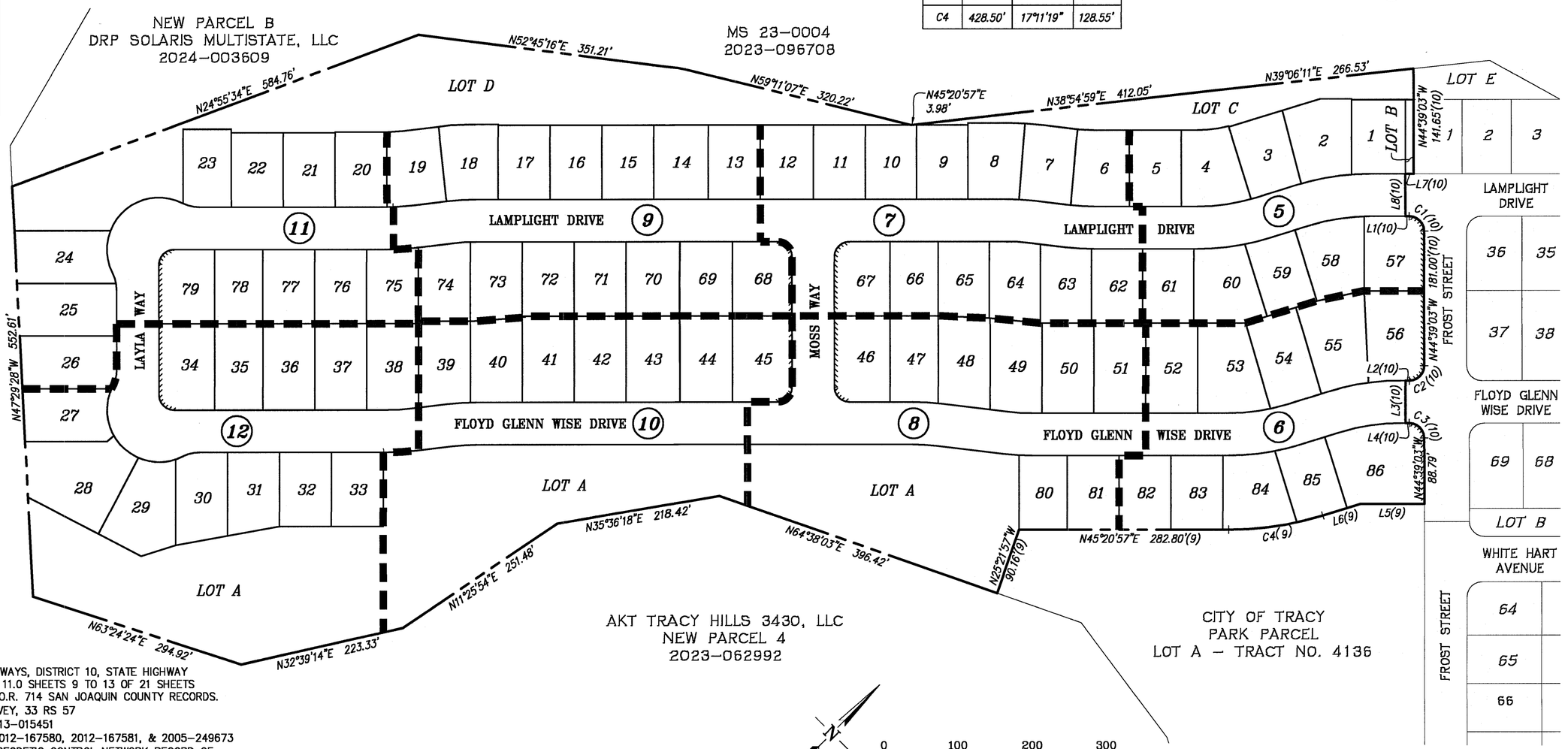
Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	428.50'	17°11'19"	128.55'

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 27.34±ACRES
AREA OF LOTS 1–86 = 15.40±ACRES
AREA OF STREETS = 5.19±ACRES

SHEET COVERAGE

(5) SHEET NUMBER



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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N

0 100 200 300

1 inch = 100 ft.

LEGEND

TRACT MAP BOUNDARY LINE	LME LANDSCAPE MAINTENANCE EASEMENT
LOT LINE	PUE PUBLIC UTILITY EASEMENT
EXISTING EASEMENT LINE	EX. EXISTING
NEW EASEMENT LINE	SQ.FT. SQUARE FEET
MONUMENT LINE	(LOT) LOT LINE DIMENSION
MONUMENT TIE LINE	(M–M) MONUMENT TO MONUMENT
EXISTING PROPERTY LINE	(M–ML) MONUMENT TO MONUMENT LINE
FOUND MONUMENT AS NOTED	(M–PL) MONUMENT TO PROPERTY LINE
SET STANDARD MONUMENT, STAMPED LS 6441	(TIE–PL) TIE TO PROPERTY LINE
SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	(R) RADIAL
	(T) TOTAL
	O.R. OFFICIAL RECORDS
	(DATA)(1) RECORD DATA & REFERENCE
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TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4137
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
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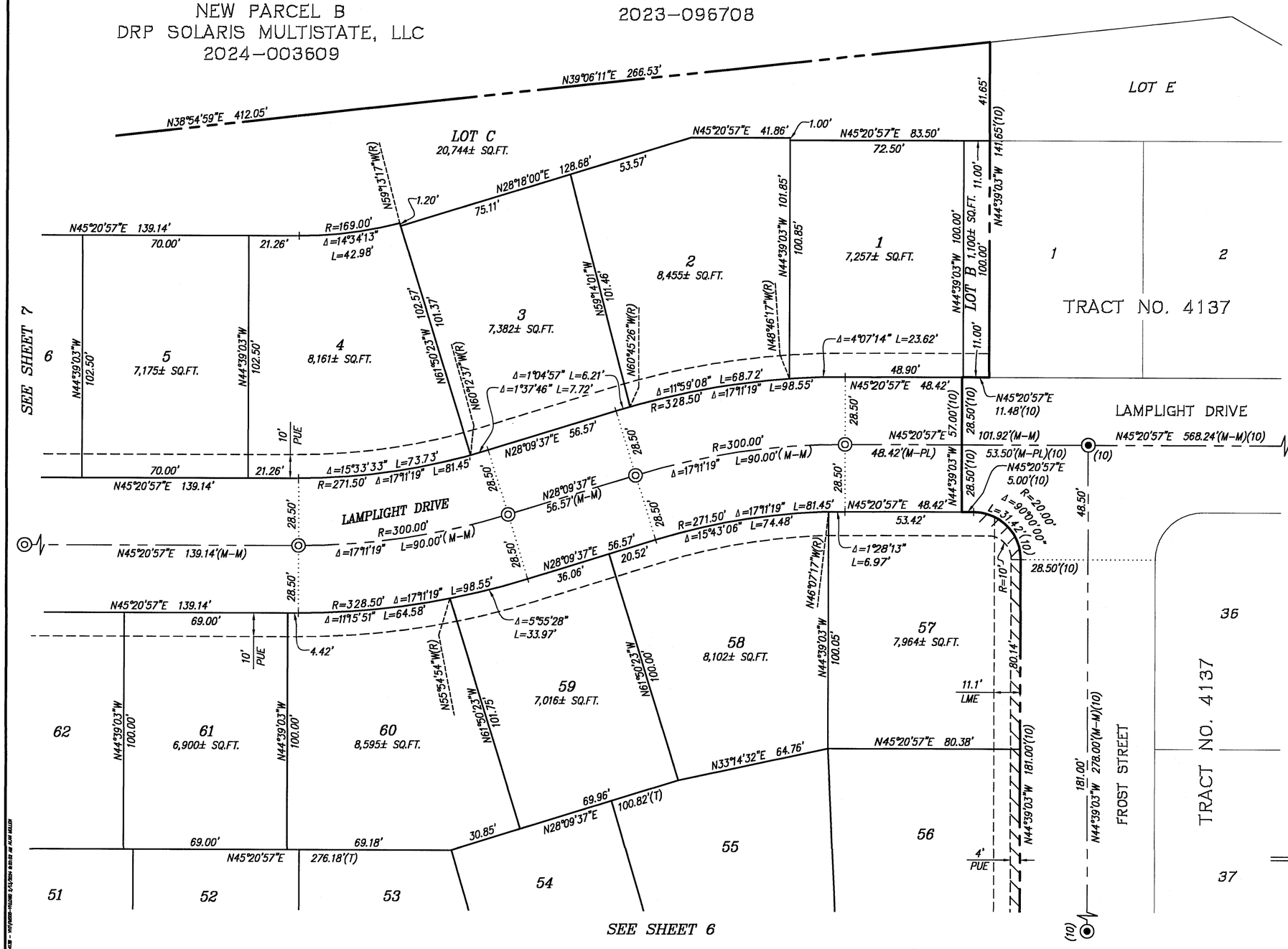
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
2024-003609

MS 23-0004
2023-096708



0 30 60 90
1 inch = 30 ft.

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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SUBDIVISIONS OF SAN JOAQUIN COUNTY

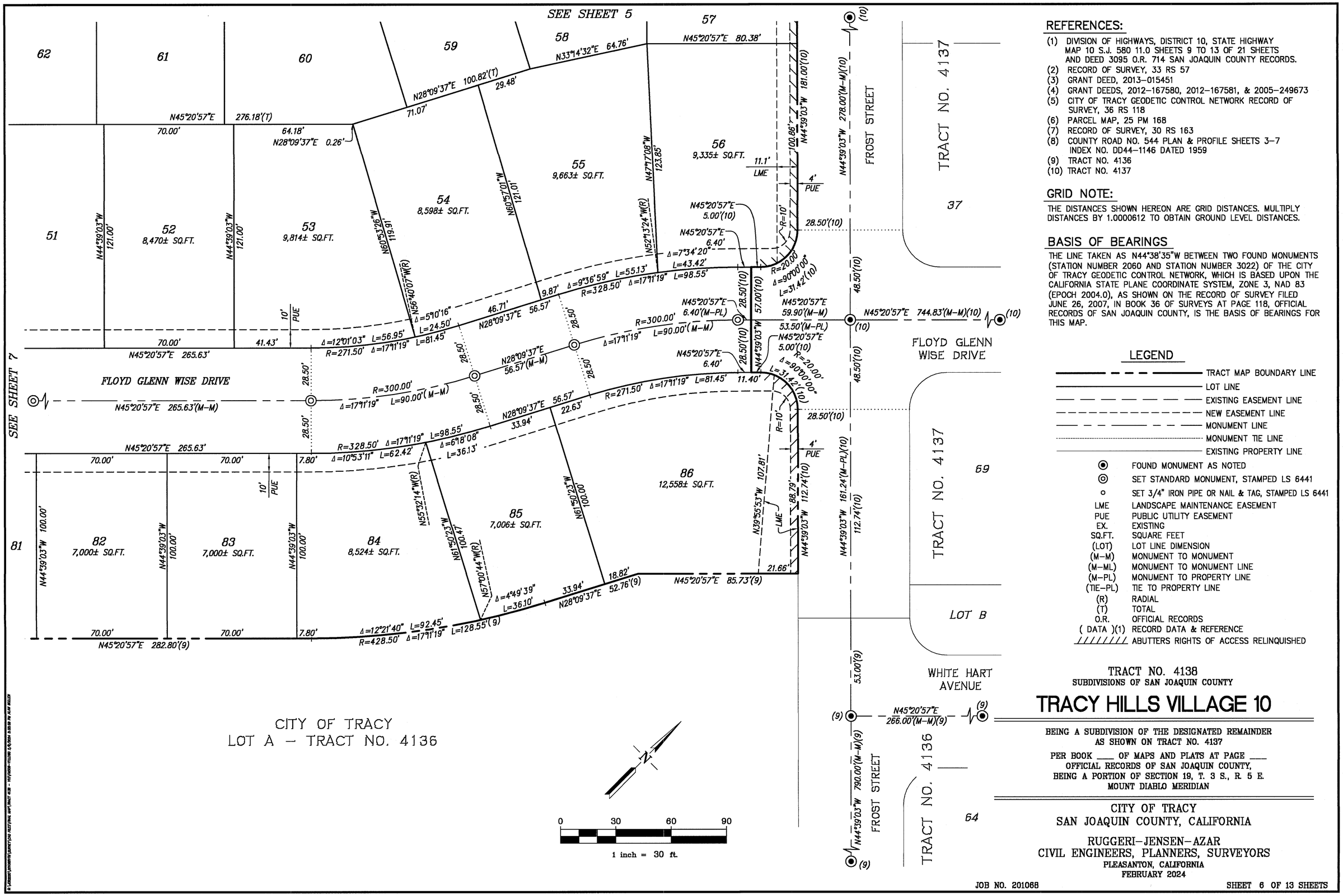
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



CITY OF TRACY
LOT A – TRACT NO. 4136

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TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

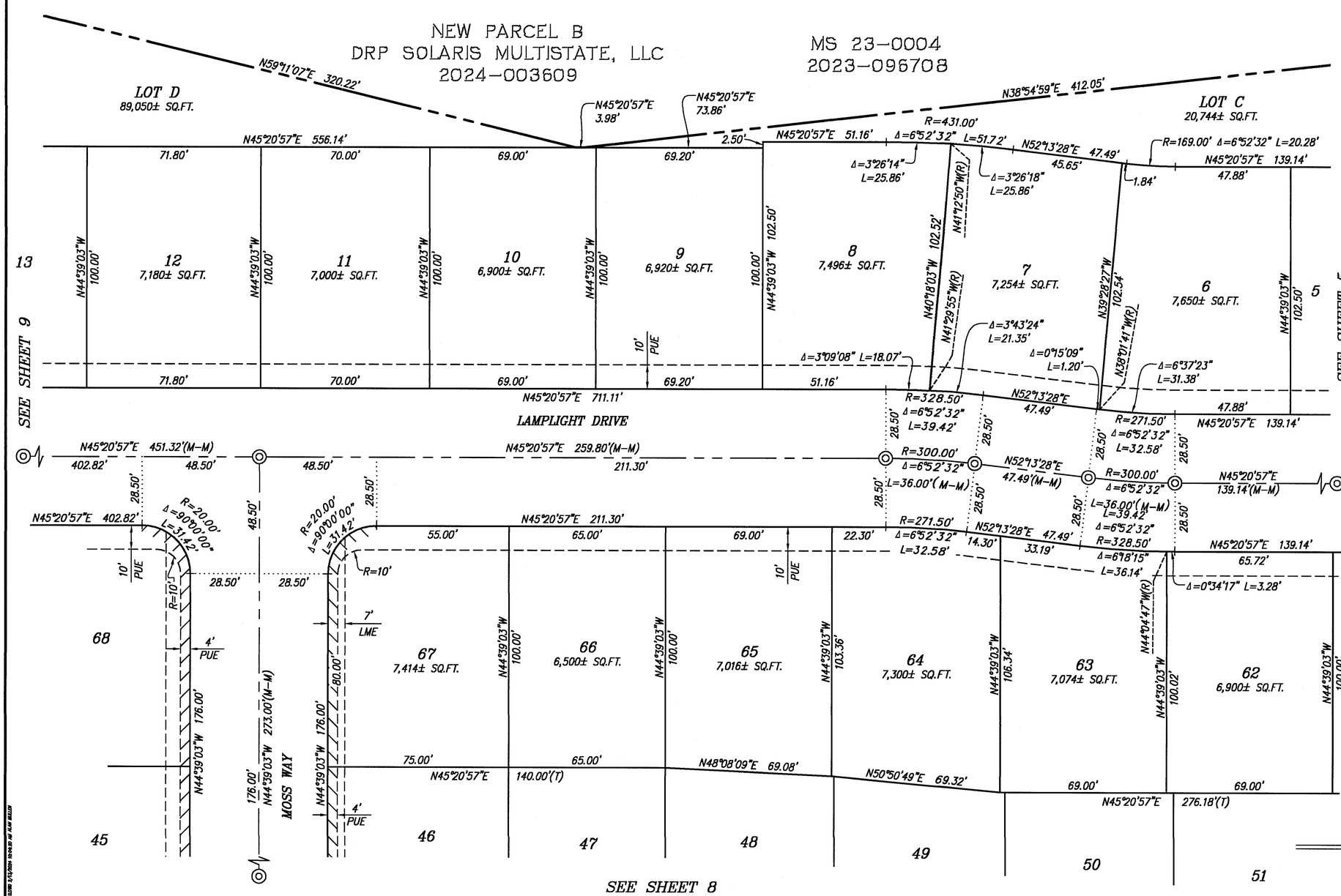
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) TRACT NO. 4136
(10) TRACT NO. 4137

GRID NOTE:

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- NEW EASEMENT LINE
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- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
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LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
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SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
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O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4137
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

SEE SHEET 7

68 | 67 | 66 | 65 | 64 | 63 | 62 | 61

MOSS WAY

45 | 46 8,614± SQ.FT. | 47 7,561± SQ.FT. | 48 8,422± SQ.FT. | 49 8,593± SQ.FT. | 50 8,470± SQ.FT. | 51 8,470± SQ.FT. | 52

FLOYD GLENN WISE DRIVE

LOT A
183,149± SQ.FT.

80 6,503± SQ.FT. | 81 7,000± SQ.FT. | 82

SEE SHEET 10

SEE SHEET 6

AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023-062992

CITY OF TRACY
LOT A – TRACT NO. 4136

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0 30 60 90
1 inch = 30 ft.

TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

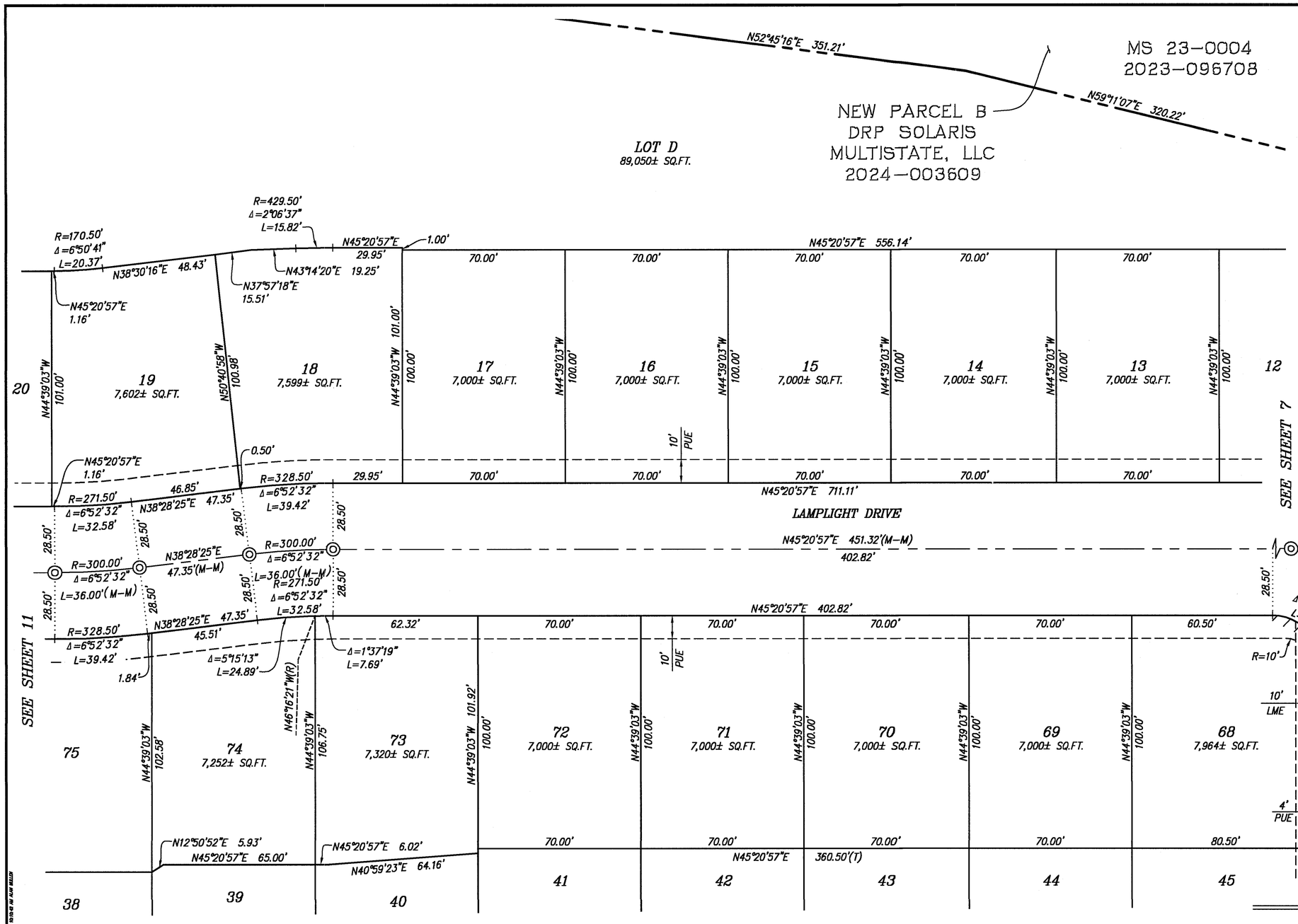
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
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TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

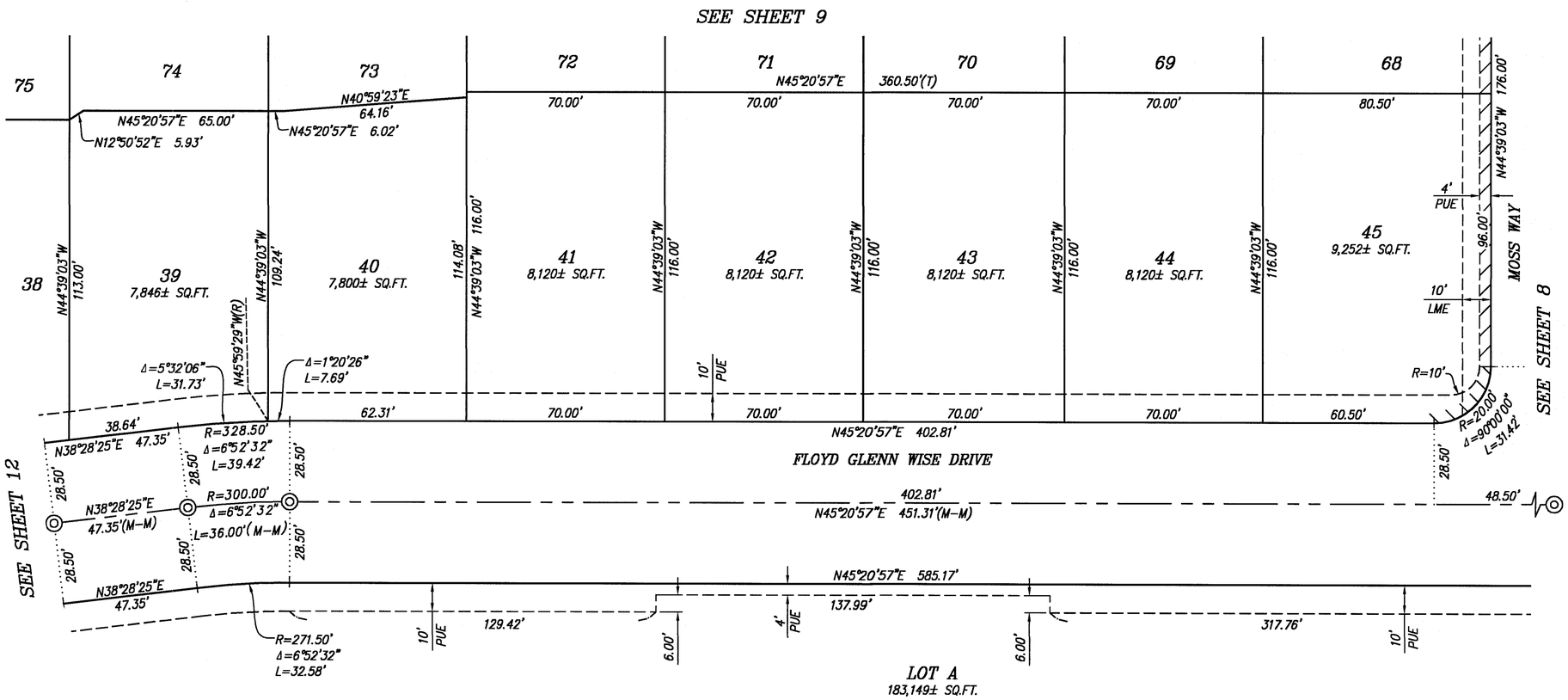
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
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———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
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·····	MONUMENT TIE LINE
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023–062992

MS 23–0004
2023–096708

NEW PARCEL B
DRP SOLARIS
MULTISTATE, LLC
2024–003609

N24°55'34"E 584.76'

LOT D
89,050± SQ.FT.

59.29'

N45°20'57"E 65.00'

4.92'

N45°20'57"E 140.00'

1.00'

N45°20'57"E 71.16'

70.00' 70.00' 70.00'

1.16'

N44°39'03"W 100.00'

N44°39'03"W 104.92'

N44°39'03"W 100.00'

N44°39'03"W 101.00'

23
6,785± SQ.FT.

22
7,000± SQ.FT.

21
7,000± SQ.FT.

20
7,070± SQ.FT.

19

SEE SHEET 9

Δ=1°16'39" L=1.11'

N19°20'43"W(R)

Δ=25°38'20"
L=22.37'

10' PUE

1.16'

Δ=95°30'02" L=116.68'

Δ=14°49'59" L=175.73'

N17°44'04"W(R)

R=50.00'
Δ=26°55'00"
L=23.49'

43.37' 70.00' 70.00' 70.00'

N45°20'57"E 254.52'

28.50'

28.50'

R=271.50'
Δ=6°52'32"
L=32.58'

28.50'

N66°45'54"E(R)

N45°20'57"E 129.32'

R=70.00'

82.82'

48.50'

N45°20'57"E 337.35'(M–M)

254.52'

288.85'

R=300.00'
Δ=6°52'32"
L=36.00'(M–M)

28.50'

28.50'

R=20.00'
Δ=90°00'00"
L=31.42'

28.50'

N45°20'57"E 288.85'

R=328.50'
Δ=6°52'32"
L=39.42'

N38°28'25"E
1.84'

55.00' 65.00' 70.00' 70.00' 28.85'

48.50'

82.82'

28.50'

R=10'

10' PUE

4.5' LME

80.00'

4' PUE

79
7,414± SQ.FT.

78
6,500± SQ.FT.

77
7,000± SQ.FT.

76
7,000± SQ.FT.

75
7,035± SQ.FT.

74

N44°39'03"W 100.00'

N44°39'03"W 100.00'

N44°39'03"W 100.00'

N44°39'03"W 100.00'

N44°39'03"W 102.58'

71.09'

24
8,974± SQ.FT.

N18°25'57"E(R)

Δ=16°41'01" L=14.56'

N45°20'57"E
133.17'

R=50.00'
Δ=26°55'00"
L=23.49'

N35°06'57"E(R)

Δ=10°13'59" L=8.93'

28.50'

552.61'

N47°29'28"W

71.09'

25
9,384± SQ.FT.

62.12'

107.35'

176.00'

273.00'(M–M)

176.00'

107.35'

LAYLA WAY

10' PUE

N45°20'57"E
130.44'

N44°39'03"W

45.24'

71.09'

26
9,077± SQ.FT.

28.50'

N72°15'56"E(R)

R=70.00' Δ=2°50'16" L=3.47'

N45°20'57"E
120.01'

N69°25'40"E(R)

R=50.00'
Δ=26°55'00"
L=23.49'

82.82'

27

75.00' 65.00' 70.00' 70.00' 70.00'

N45°20'57"E 350.00'(T)

34 35 36 37 38 39

SEE SHEET 12

0 30 60 90

1 inch = 30 ft.

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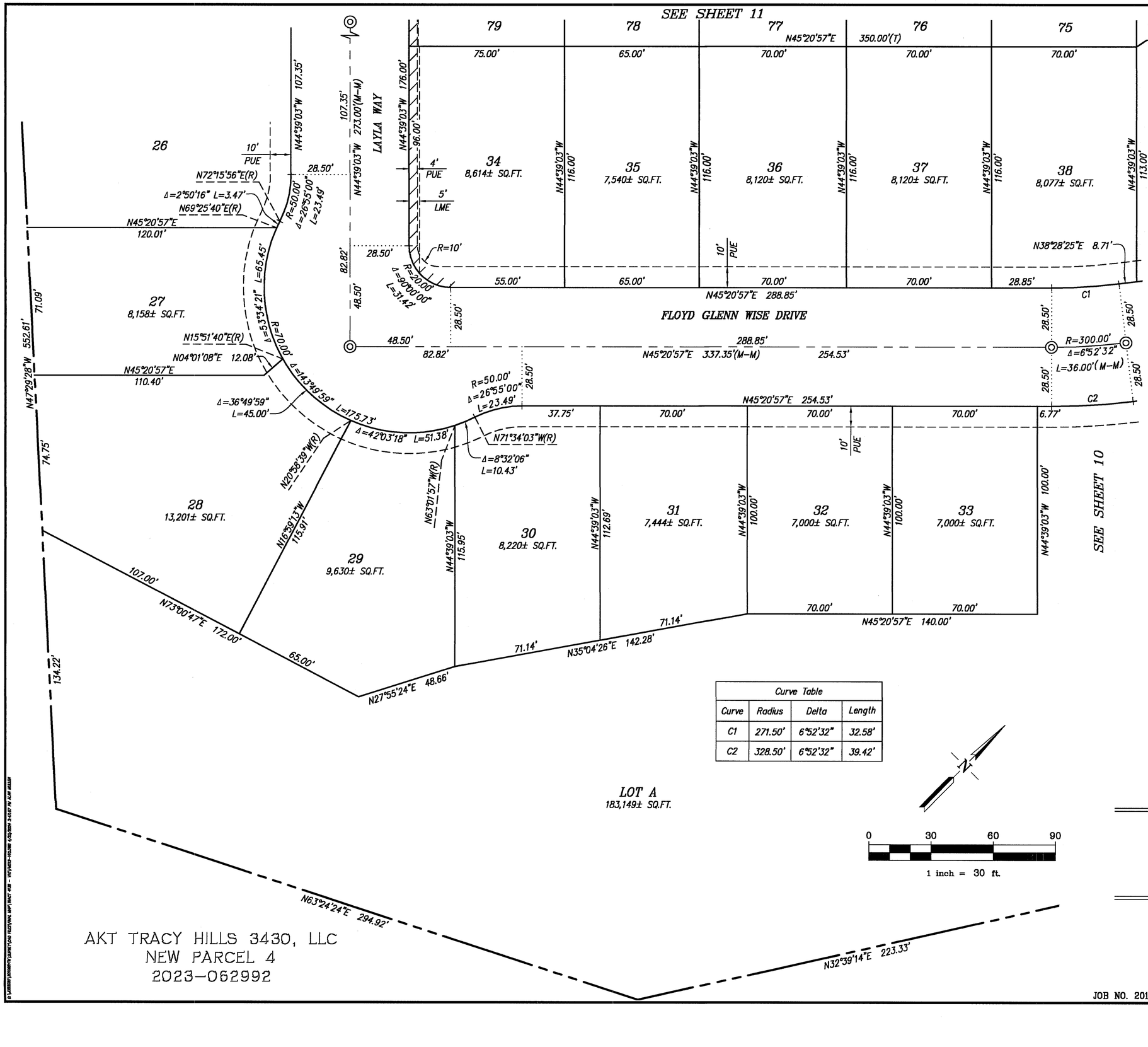
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SAN JOAQUIN COUNTY, CALIFORNIA

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SHEET 11 OF 13 SHEETS

D:\JOBS\201068\SURVEY\DGN FILES\FINAL MAP\TRACT 4138 - TRACY HILLS VILLAGE 10.DGN 2/13/2024 10:33:38 AM ALAN MILLER



Curve Table			
Curve	Radius	Delta	Length
C1	271.50'	6°52'32"	32.58'
C2	328.50'	6°52'32"	39.42'

0 30 60 90

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FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20-0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "A", "B", "C", AND "D") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

City of Tracy – Subdivision Improvement Agreement
Tract 4132, Tracy Hills Village 1 and 4

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4132 - Tracy Hills Villages 1 and 4

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4132 - Tracy Hills Village 1 and 4, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 1, L.P., is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4132 - Tracy Hills Village 1 and 4 (the "**Final Subdivision Map**"), consisting of 139 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 46.3+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4132 - Tracy Hills Village 1 and 4. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) Seventeen (17) sheets of improvement plans entitled "Improvement Plans- Boulder - Tract 4132 - Villages 1 & 4 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated February 22, 2024; (b) six (6) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 1 & 4" prepared by Power Systems Design dated September 16, 2022; (c) five (5) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Villages 1 & 4" prepared by Power Systems Design dated September 22, 2022; and (d) thirty-six (36) of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 1 & 4 Boulder", prepared by FORMA, dated December 8, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0010 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0034 (the "**Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on September 8, 2022 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), *(a) seventeen (17) sheets of improvement plans titled "Boulder, Tract 4132, Villages 1 & 4, Tracy Hills Phase 2A" prepared by*

Ruggeri-Jensen-Azar dated July 22, 2022; (b) six (6) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 1 & 4" prepared by Power Systems Design dated August 29, 2022 and (c) five (5) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Villages 1 and 4" prepared by Power Systems Design dated August 29, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $4,029,942.00, a Labor and Material Bond in the amount of $4,029,942.00 a Warranty Bond in the amount of $402,994.00, *and a Monumentation Bond dated in the amount of $23,875.00* all dated August 25, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$4,029,942.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$4,029,942.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$402,994.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$23,875.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager

Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Debra Levine (Seal)

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson. the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA I, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 139, LOTS A, B, C, AND D, AND ALL OF WHITE HART AVENUE, FORBES AVENUE, GLADYS AVENUE, OLD LARKS LANE, BECKETT STREET, AND CAUFIELD STREET AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4132, TRACY HILLS VILLAGES 1 & 4, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

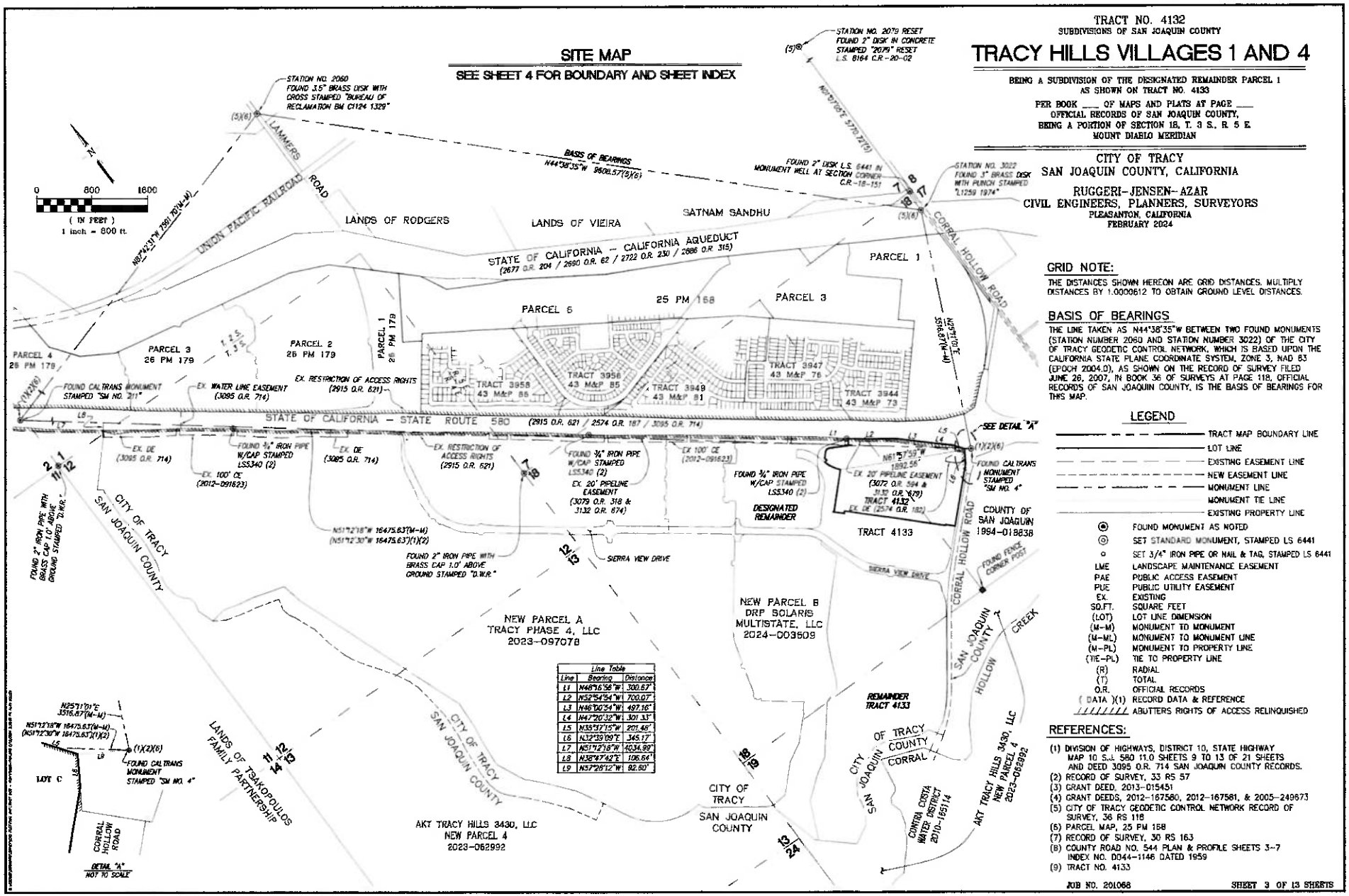
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



Line Table		
Line	Bearing	Distance
L1	N46°16'56"W	300.87'
L2	N32°54'54"W	700.07'
L3	N46°00'34"W	497.16'
L4	N47°20'32"W	301.33'
L5	N35°37'15"W	201.46'
L6	N32°39'09"E	345.17'
L7	N51°12'18"W	4034.99'
L8	N38°47'42"E	106.64'
L9	N57°26'12"W	92.60'

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°36'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. D044-1146 DATED 1959
(9) TRACT NO. 4133

Attachment C-1

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 8E45A964-929B-45AF-843F-0A20C2166822

DocuSign Envelope ID: 3ED4F964-A188-4365-923F-76D8CD4D56CB

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4132 - TRACY HILLS VILLAGES 1 AND 4

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a final map for the project known as Tract No. 4132, Tracy Hills Villages 1 and 4 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The submitted plans and specifications, which are under review by the City Engineer, are on file with the City Engineer and incorporated herein by reference. The term **"Partially Submitted Plans and Specifications"** is a subset of the complete plans that have been submitted and specifically includes the following: (a) seventeen (17) sheets of improvement plans titled "Boulder, Tract 4132, Villages 1 & 4, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) six (6) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 1 & 4" prepared by Power Systems Design and (c) five (5) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Villages 1 and 4" prepared by Power Systems Design. The above referenced plans are on file with the City Engineer under Tracking No. ENG22-0010 and have been approved by the City Engineer.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

City of Tracy – Subdivision Improvement Agreement
Tract 4133, Tracy Hills Village 2 and 3

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4133 - Tracy Hills Villages 2 and 3

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter **Developer**). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4133 - Tracy Hills Village 2 and 3, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P., are landbanks holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consent to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4133 - Tracy Hills Village 2 and 3 (the "**Final Subdivision Map**"), consisting of 115 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 42.1+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4133 - Tracy Hills Village 2 and 3. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a)Fifteen (15)sheets of improvement plans entitled "Improvement Plans – Cairnway - Tract 4133 - Villages 2&3 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) six (6) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 2 & 3" prepared by Power Systems Design dated September 15, 2022; (c)five(5)sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 2 & 3" prepared by Power Systems Design dated August 29, 2022; and (d)thirty five (35)sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 2&3 Cairnway," prepared by FORMA, dated December* 8, 2023. The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0011 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0032 (the **Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on September 8, 2022 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), (a) fifteen (15) sheets of improvement plans

titled "Cairnway, Tract 4133, Villages 2 & 3, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated July 22, 2022; (b) six (6) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 2 & 3" prepared by Power Systems Design dated August 29, 2022 and (c) five (5) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Villages 2 and 3" prepared by Power Systems Design dated August 29, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $2,260,567.00, a Labor and Material Bond in the amount of $2,260,567.00 a Warranty Bond in the amount of $226,057.00, *and a Monumentation Bond in the amount of $36,875.00* all dated August 25, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,260,567.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,260,567.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$226,057.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$36,875.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P., and AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1)actual receipt at the email address designated above, or (2)two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager

Date: 5/9/24

[ATTACHED]

City of Tracy – Subdivision Improvement Agreement
Tract 4133, Tracy Hills Village 2 and 3

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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Kaler, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

Signature: Debra Levine (Seal)

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson, the Manager of ~~Essential Housing Asset Management, LLC~~ AG EHC II (LEN) CA 1, L.P., an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

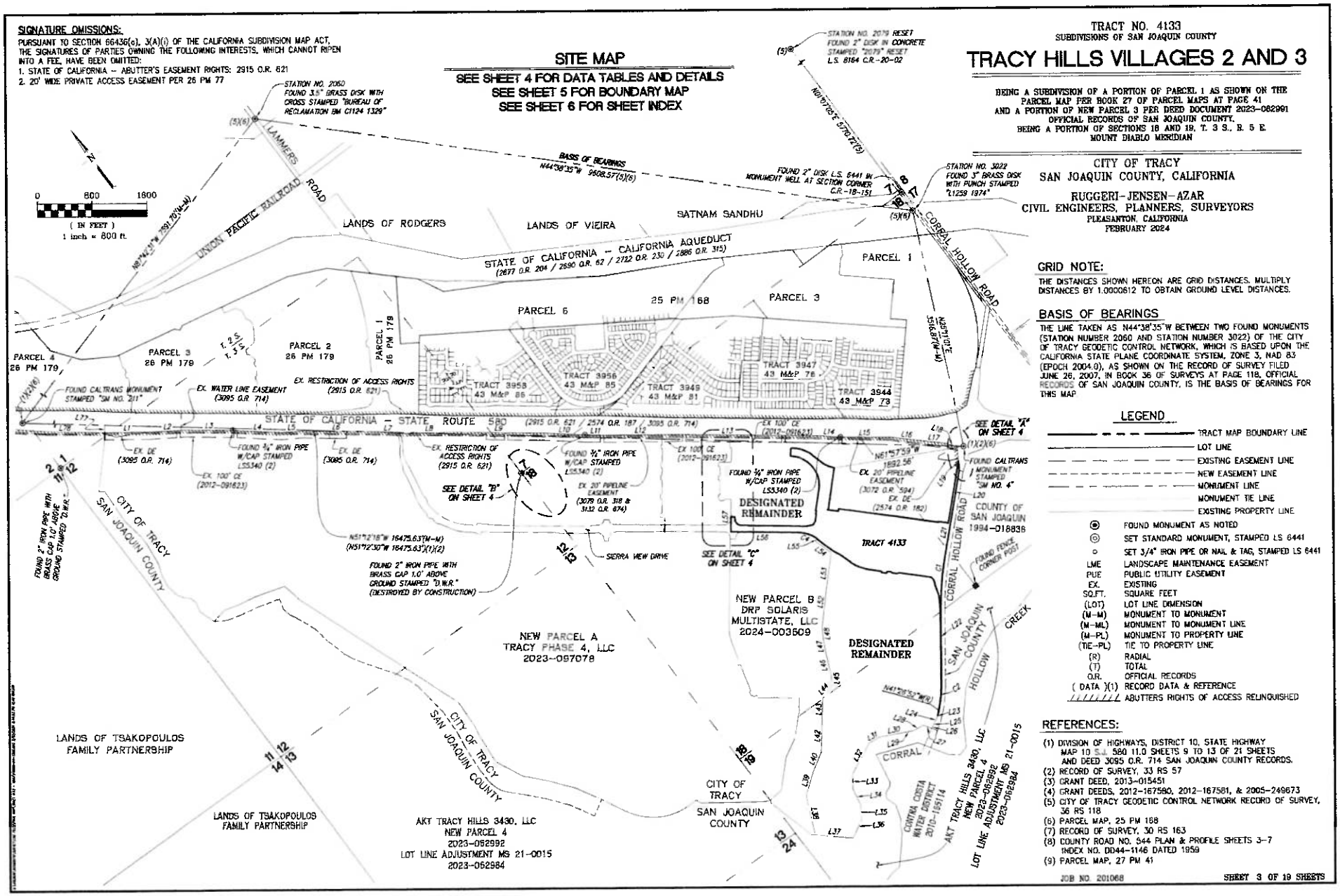
(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 115, LOTS A, B, C, D, AND E, AND ALL OF SIERRA VIEW DRIVE, CORRAL HOLLOW DRIVE, WHITE HART AVENUE, EMERY STREET, FORBES AVENUE, DASHWOOD STREET, HANOVER WAY, GLADYS AVENUE, AND LEVANT PLACE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4133, TRACY HILLS VILLAGES 2 & 3, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location



Attachment C-2

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 8E45A964-929B-45AF-843F-0A20C2166822

DocuSign Envelope ID: 3ED4F964-A188-4366-923F-76D8CD4D66CB

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4133 - TRACY HILLS VILLAGES 2 AND 3

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a final map for the project known as Tract No. 4133, Tracy Hills Villages 2 and 3 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The submitted plans and specifications, which are under review by the City Engineer, are on file with the City Engineer and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** is a subset of the complete plans that have been submitted and specifically includes the following: (a) fifteen (15) sheets of improvement plans titled "Cairnway, Tract 4133, Villages 2 & 3, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) six (6) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 2 & 3" prepared by Power Systems Design and (c) five (5) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Villages 2 and 3" prepared by Power Systems Design. The above referenced plans are on file with the City Engineer under Tracking No. ENG22-0011 and have been approved by the City Engineer.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4134 - Tracy Hills Villages 5 and 6

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4134 - Tracy Hills Village 5 and 6, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 1, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4134 - Tracy Hills Village 5 and 6 (the "**Final Subdivision Map**"), consisting of 131 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 39.6+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4134 - Tracy Hills Village 5 and 6. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) Twenty One (21) sheets of improvement plans entitled "Improvement Plans – Crestwick - Tract 4134 - Villages 5&6 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated February 22, 2024; (b) seven (7) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 5 and 6" prepared by Power Systems Design dated November 17, 2022; (c) six (6) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 5 and 6" prepared by Power Systems Design dated November 17, 2022; and (d) thirty eight (38) sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 5 & 6 Crestwick", prepared by FORMA, dated November 21, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0012 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0036 (the "**Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on October 31, 2022 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), (a) twenty-one (21) sheets of improvement

plans entitled "Crestwick, Tract 4134, Villages 5 & 6, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated June 10, 2022; (b) seven (7) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 5 & 6" prepared by Power Systems Design dated June 28, 2022 and (c) five (5) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Villages 5 and 6" prepared by Power Systems Design dated June 28, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $3,886,947.00, a Labor and Material Bond in the amount of $3,886,947.00 a Warranty Bond in the amount of $388,695.00, *and a Monumentation Bond in the amount of $32,875.00* all dated September 13, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$3,886,947.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$3,886,947.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$388,695.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$32,875.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager
Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Debra Levine (Seal)

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 560645
My Comm. Exp. Jan. 14, 2028

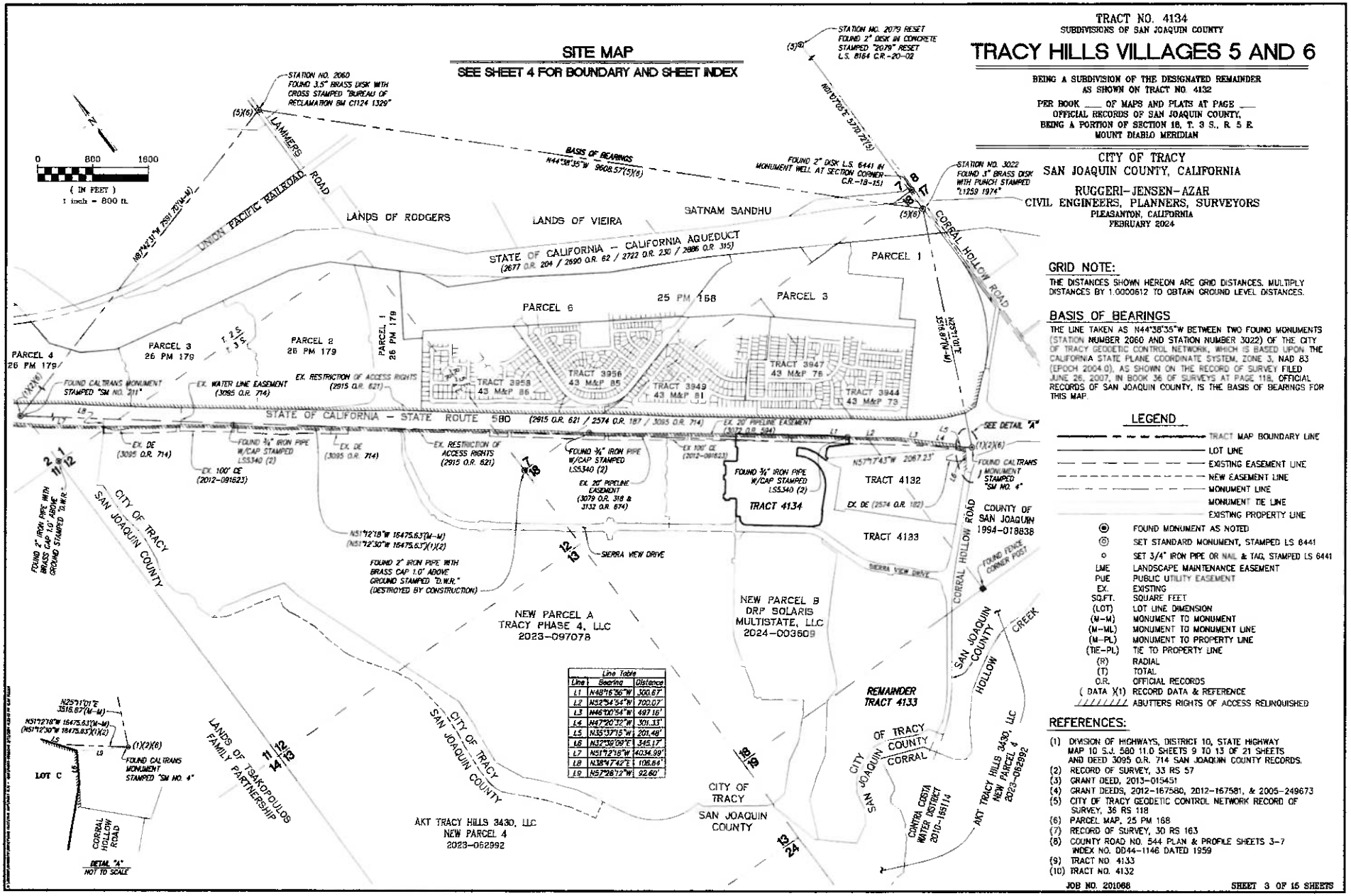
(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 131, LOTS A, B, C, D, E, F, AND G, AND ALL OF OLD LARKS LANE, JONAH STREET, NATION WAY, KISMET STREET, PENELOPE STREET, OSCAR DRIVE, RABINO AVENUE, ULSTER AVENUE, LINDEN AVENUE, STANEK AVENUE AND POND PLACE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4134, TRACY HILLS VILLAGES 5 & 6, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location



Attachment C-3

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: B3704A8F-5F80-4B30-8767-8A403BB0CCAC

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4134 - TRACY HILLS VILLAGES 5 AND 6

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property comprising Tract 4134, Tracy Hills Villages 5 & 6 ("**Property**"), that is situated within the boundaries of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"). The Property is more particularly depicted in Exhibit "A", attached and incorporated herein by its reference.

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "B" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has Partially Approved Submitted to City a final map for the project known as Tract No. 4134, Tracy Hills Villages 5 and 6 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted plans and specifications, which are under review by the City Engineer, are on file with the City Engineer under ENG22-0012 (WDID #5S39C396305) and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) twenty-one (21) sheets of improvement plans entitled "Crestwick, Tract 4134, Villages 5 & 6, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) seven (7) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 5 & 6" prepared by Power Systems Design and (c) five (5) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Villages 5 and 6" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

City of Tracy – Subdivision Improvement Agreement
Tract 4135, Tracy Hills Village 7

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4135 - Tracy Hills Village 7

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4135 - Tracy Hills Village 7, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 2, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4135 - Tracy Hills Village 7 (the "**Final Subdivision Map**"), consisting of 97 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 23.1+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4135 - Tracy Hills Village 7. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) seventeen (17) sheets of improvement plans entitled "Improvement Plans - Rangewood, Tract 4135, Village 7, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) five (5) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 7" prepared by Power Systems Design dated December 7, 2022; (c) four (4) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 7" prepared by Power Systems Design dated November 30, 2022; and (d) thirty-two (32) sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Village 7 – Rangewood", prepared by FORMA, dated November 27, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0024 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0037 (the "**Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 31, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), *(a) sixteen (16) sheets of improvement plans entitled "Rangewood, Tract 4135, Village 7, Tracy Hills Phase 2A" prepared by Ruggeri-*

Jensen-Azar dated October 14, 2022; (b) five (5) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 7" prepared by Power Systems Design dated October 17, 2022 and (c) four (4) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 7" prepared by Power Systems Design dated October 18, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $2,950,929.00, a Labor and Material Bond in the amount of $2,950,929.00, a Warranty Bond in the amount of $295,093.00, *and a Monumentation Bond in the amount of $24,125.00* all dated November 11, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,940,583.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,940,583.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$294,058.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$24,125.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 2, L.P.,
a Delaware Limited Partnership

By: Essential Housing Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager

Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

Signature: Debra Levine (Seal)

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson the Manager of Essential Housing Asset Management, LLC an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CAZ, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

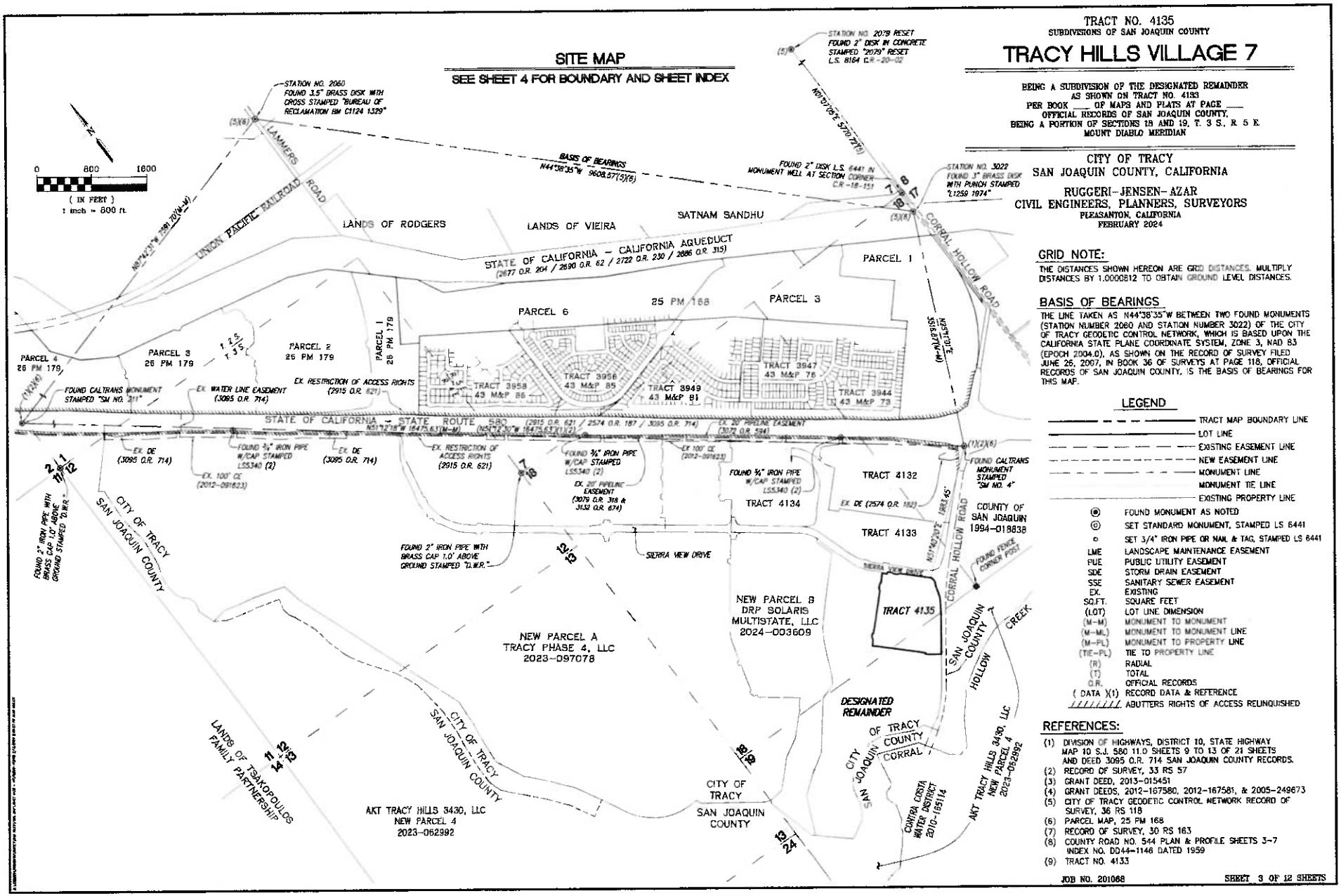
(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 97, LOTS A, B AND C, AND ALL OF KESTER WAY, JOSHUA STREET, GALIEN COURT, HOLLAND STREET, HULLUM PLACE, WHITE HART AVENUE, AND PUNJYA BROTHERS DRIVE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4135, TRACY HILLS VILLAGE 7, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location



Attachment C-4

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 4CD3035F-9AFC-488B-B4DF-D9F13E337EDC

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4135 - TRACY HILLS VILLAGE 7

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4135, Tracy Hills Village 7 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0024 and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) sixteen (16) sheets of improvement plans entitled "Rangewood, Tract 4135, Village 7, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) five (5) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 7" prepared by Power Systems Design and (c) four (4) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 7" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

City of Tracy – Subdivision Improvement Agreement
Tract 4136, Tracy Hills Village 8

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4136 - Tracy Hills Village 8

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter '**Developer**'). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4136 - Tracy Hills Village 8, and being more particularly described in ***Exhibit " A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 2, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4136 - Tracy Hills Village 8 (the "**Final Subdivision Map**"), consisting of 89 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 29.3+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4136 - Tracy Hills Village 8. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) twelve (12) sheets of improvement plans entitled "Improvement Plans – Ridgerton - Tract 4136 - Village 8 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) five (5) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 8" prepared by Power Systems Design dated December, 12, 2022; (c) four (4) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 8" prepared by Power Systems Design dated December 12, 2022; and (d) thirty (30) sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 8 Ridgerton," prepared by FORMA, dated November 27, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0025 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0040 (the "**Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 31, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), (a) twelve (12) sheets of improvement plans entitled "Ridgerton, Tract 4136, Village 8, Tracy Hills Phase 2A" prepared by Ruggeri-

Jensen-Azar dated September 26, 2022; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 8" prepared by Power Systems Design dated August 10, 2022 and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 8" prepared by Power Systems Design dated August 22, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $2,449,244.00, a Labor and Material Bond in the amount of $2,449,244.00, a Warranty Bond in the amount of $244,924.00, *and a Monumentation Bond in the amount of $20,875.00* all dated November 10, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,434,907.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,434,907.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$243,491.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$20,875.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 2, L.P. c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 2, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager

Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, 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/~~the~~y executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Debra Levine (Seal)

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

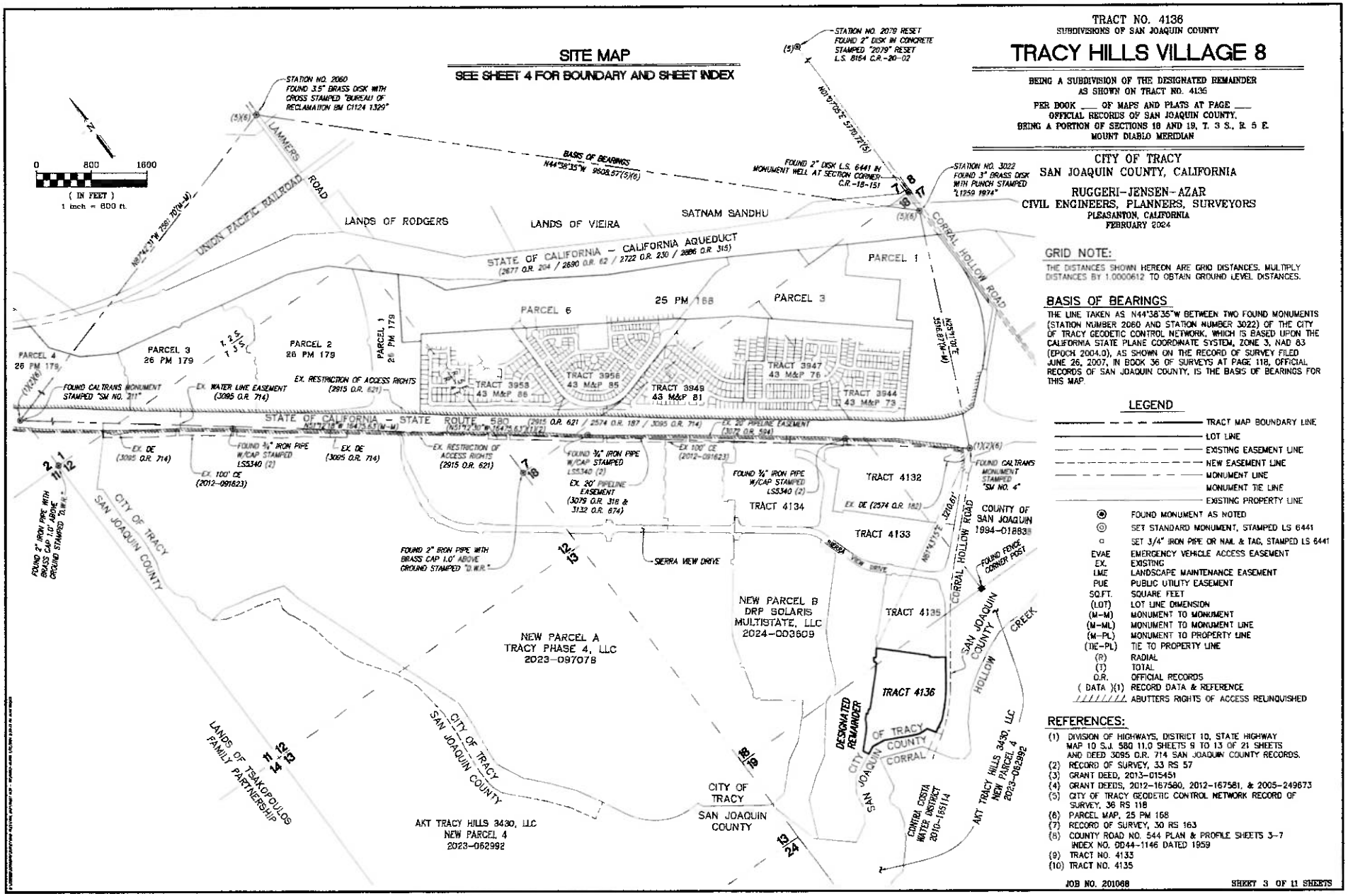
(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 89, LOTS A AND B, AND ALL OF WHITE HART AVENUE, PUNJYA BROTHERS DRIVE, ALTHORP LANE, CHAUNCY STREET, DAPPER STREET, AND FROST STREET AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4136, TRACY HILLS VILLAGE 8, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location



Attachment C-5

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 4CD3035F-9AFC-488B-B4DF-D9F13E337EDC

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4136 - TRACY HILLS VILLAGE 8

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4136, Tracy Hills Village 8 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0025 and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) twelve (12) sheets of improvement plans entitled "Ridgerton, Tract 4136, Village 8, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 8" prepared by Power Systems Design and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 8" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

City of Tracy – Subdivision Improvement Agreement
Tract 4137, Tracy Hills Village 9

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4137 - Tracy Hills Village 9

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter **Developer**). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4137 - Tracy Hills Village 9 and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**") AG EHC II (LEN) CA 2, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4137 - Tracy Hills Village 9 (the **Final Subdivision Map**), consisting of 69 single-family residential lots, and other parcels to be owned by a Homeowners Association, all to be located on approximately 34.5+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4137 - Tracy Hills Village 9. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) twelve (12) sheets of improvement plans entitled "Improvement Plans – Rockingham - Tract 4137 - Village 9 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) five (5) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 9" prepared by Power Systems Design dated December 7, 2022; (c) four (4) sheets of street light plans entitled "Street Lighting Plan Set Tracy Hills - Village 9" prepared by Power Systems Design dated December 1, 2022; and (d) twenty six (26) sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 9 Rockingham", prepared by FORMA, dated* November 27, 2023. The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0027 and the landscape plans are on file with the City Engineer under Tracking No. ENG23-0005 (the **Landscape Plans**), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 31, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the **Submitted Plans and Specifications**), *(a) twelve (12) sheets of improvement plans entitled "Rockingham, Tract 4137, Village 9, Tracy Hills Phase 2A" prepared by Ruggeri-*

Jensen-Azar dated October 14, 2022; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 9" prepared by Power Systems Design dated August 31, 2022 and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 9" prepared by Power Systems Design dated October 4, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $1,92,060,00, a Labor and Material dated Bond in the amount of $1,920,060.00 a Warranty Bond in the amount of $192,006.00, *and a Monumentation Bond in the amount of $30,125.00* all dated November 10, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developers expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,110,510.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,110,510.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$211,051.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$30,125.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance

coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1)actual receipt at the email address designated above, or (2)two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in ExhibitA and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 2, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager
Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

Signature: Debra Levine (Seal)

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson. the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA2, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

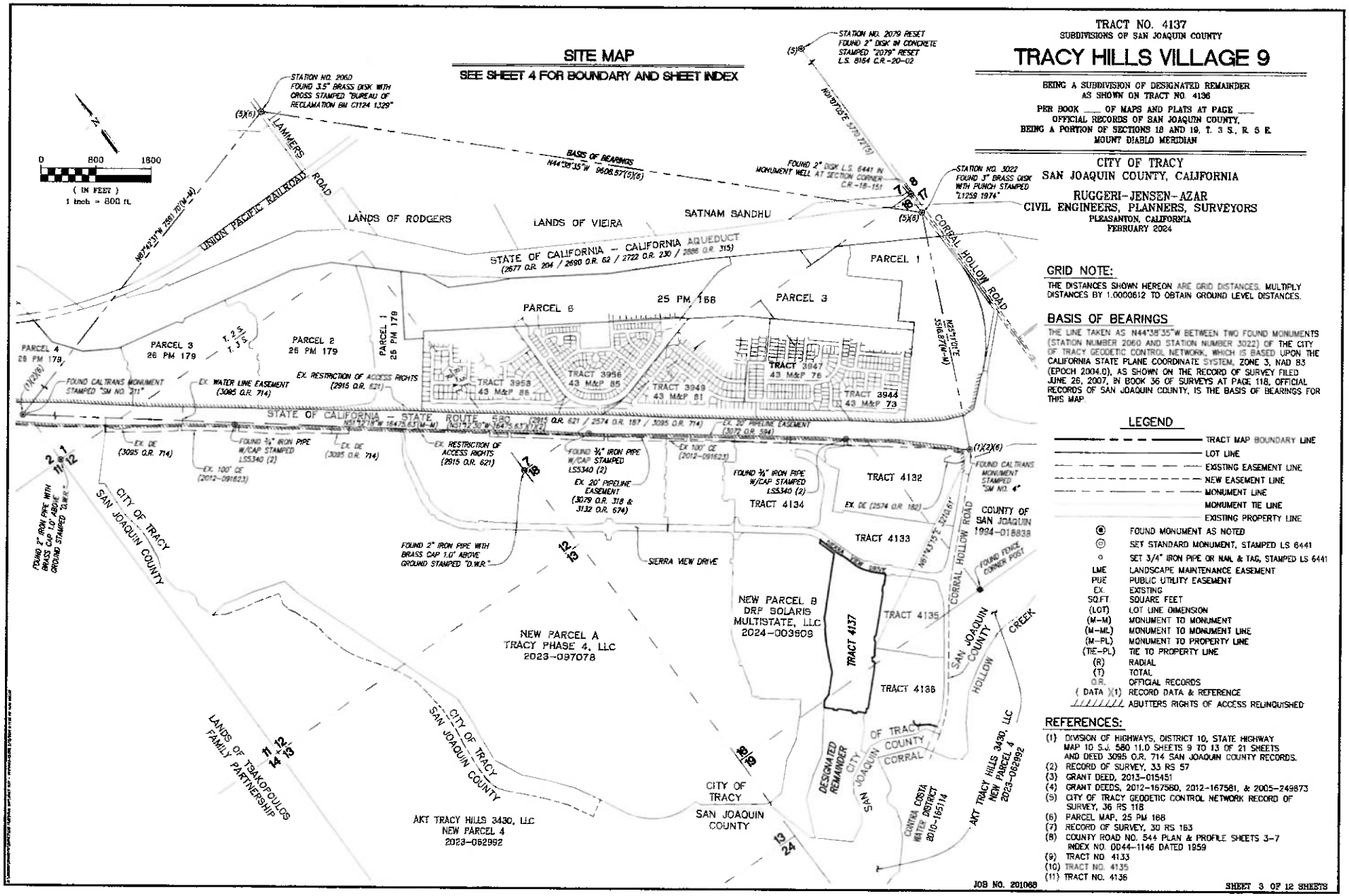
(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 69, LOTS A, B, C, D, E, F, AND G, AND ALL OF ALTHORP LANE, FROST STREET, LAMPLIGHT DRIVE, LAMPLIGHT COURT, FLOYD GLENN WISE DRIVE, AND FLOYD GLENN WISE COURT AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4137, TRACY HILLS VILLAGE 9, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location



Attachment C-6

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 722C7AAD-10C4-48F2-84B3-82B0E1914906

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4137 - TRACY HILLS VILLAGE 9

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4137, Tracy Hills Village 9 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0027 and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) twelve (12) sheets of improvement plans entitled "Rockingham, Tract 4137, Village 9, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 9" prepared by Power Systems Design and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 9" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

City of Tracy – Subdivision Improvement Agreement
Tract 4138, Tracy Hills Village 10

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4138 - Tracy Hills Village 10

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4138 - Tracy Hills Village 10, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter **"Project"**). AG EHC II (LEN) CA 2, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4138 - Tracy Hills Village 10 (the "**Final Subdivision Map**"), consisting of 86 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 27.3+/- acres within the boundaries of the Project. Exhibit "B" shows the overall Project area and the location of the Final Subdivision Map for Tract 4138 - Tracy Hills Village 10. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a)fourteen (14)sheets of improvement plans entitled "Improvement Plans – Slateshire - Tract 4138- Village 10 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) six (6) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 10" prepared by Power Systems Design dated December 19, 2022; (c) five (5) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 10" prepared by Power Systems Design dated December 19, 2022; and (d)thirty-two (32)sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 10 Slateshire," prepared by FORMA, dated November 27, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0031 and the landscape plans are on file with the City Engineer under Tracking No. ENG23-0006 (the **Landscape Plans**), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 31, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), *(a) fourteen (14) sheets of improvement plans*

entitled "Slateshire, Tract 4138, Village 10, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated October 14, 2022; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 10" prepared by Power Systems Design dated September 12, 2022 and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 10" prepared by Power Systems Design dated October 6, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $2,328,720.00, a Labor and Material Bond in the amount of $2,328,720.00 a Warranty Bond in the amount of $232,872.00, *and a Monumentation Bond in the amount of $40,625.00* all dated November 4, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,632,759.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,632,759.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$263,276.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$40,625.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance

coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 2, L.P. c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 2, L.P. a
Delaware Limited Partnership

By: Essential Housing Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent

Steven S. Benson

By: Steven S. Benson
Title: Manager

Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBRA LEVINE
Notary Public · California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

Signature: Debra Levine (Seal)

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AGEHC II (LEN) CA2, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

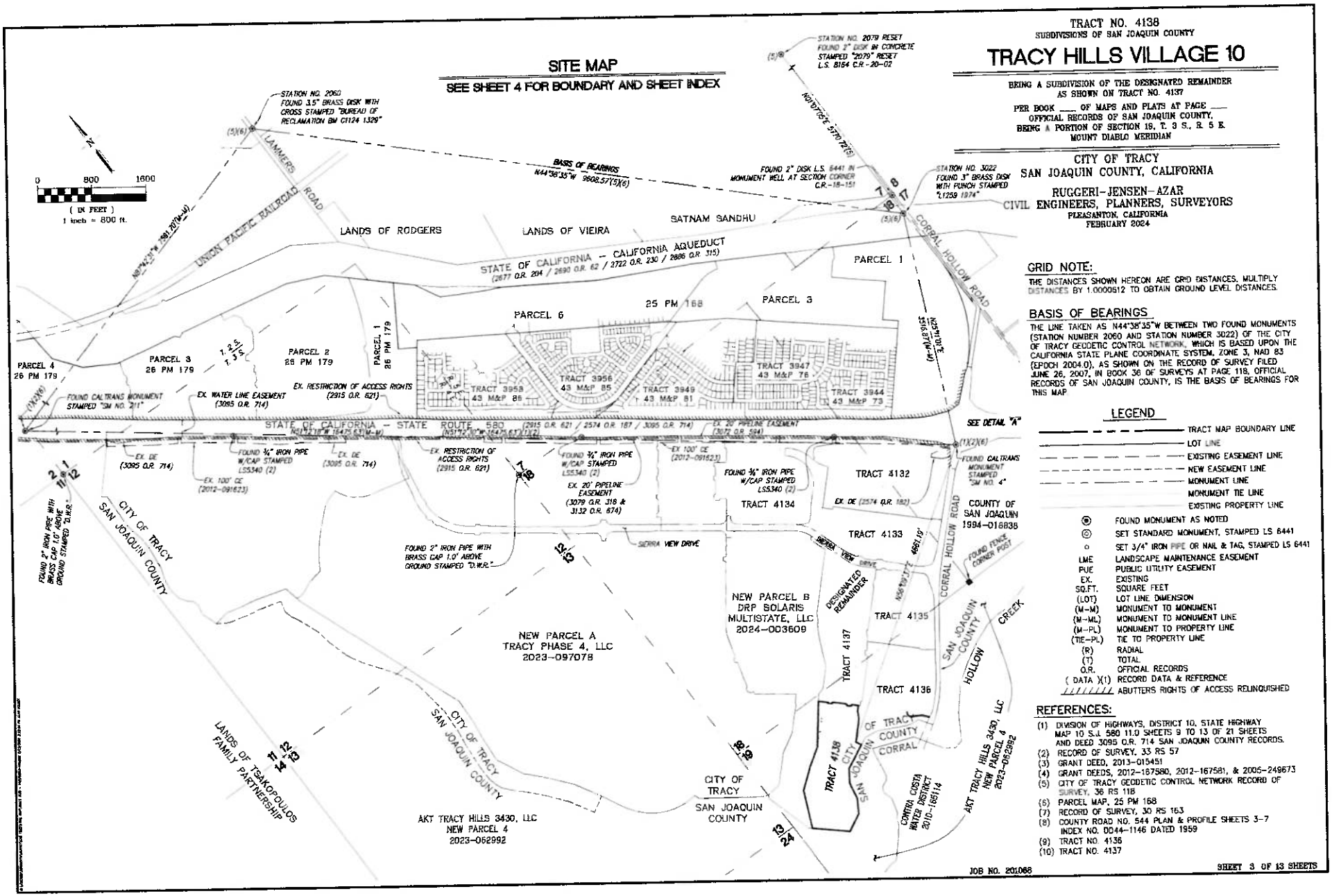
(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 86, LOTS A, B, C, AND D, AND ALL OF LAMPLIGHT DRIVE, FLOYD GLENN WISE DRIVE, LAYLA WAY, AND MOSS WAY AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4138, TRACY HILLS VILLAGE 10, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location



Attachment C-7

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 722C7AAD-10C4-48F2-84B3-82B0E1914906

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4138 - TRACY HILLS VILLAGE 10

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4138, Tracy Hills Village 10 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0031 and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) fourteen (14) sheets of improvement plans entitled "Slateshire, Tract 4138, Village 10, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 10" prepared by Power Systems Design and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 10" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 2nd Park

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - 2nd Park

This **CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - 2nd Park** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City"), and **LENNAR HOMES OF CALIFORNIA, LLC.**, a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tract 4134 – Villages 5 and 6 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. AG EHC II (LEN) CA, 1, L.P., is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved

by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. The Developer has applied to the City for approval of a Final Map based upon the approved Tentative Map to, among other things, enable the Developer to finance public improvements required to serve the development set forth in the approved Tracy Hills Specific Plan (the "**Project**").

F. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4134 - Tracy Hills Villages 5-6 (the "Final Subdivision Map"), consisting of 131 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 39.6 +/- acres within the boundaries of the Project. Exhibit "B" shows the overall Project area and the location of the Final Subdivision Map for Tract 4134 - Tracy Hills Villages 5 and 6. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

G. Specifically, pursuant to Condition B.10.b, the second neighborhood park within Phase 2 ("**2nd Park**", designated as Lot G on the Tentative Map and Lot A on the Final Subdivision Map) is required to be commenced by the issuance of the 500th building permit in Phase 2 (the "**Trigger Event**"). Condition C.2.9.2 requires Developer and City enter into an agreement to be recorded against the property stipulating this time prior to recordation of the first Final Map in Phase 2. This Agreement is entered into in satisfaction of Conditions B.10.b and C.2.9.2.

H. Because approved plans for 2nd Park are not available prior to approval of the Final Subdivision Map, Developer has provided to City an initial engineer's estimate of the cost of developing 2nd Park and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within 2nd Park and recent cost information provided in connection with development of parks in the Tracy Hills development.

I. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition B10.b, as set forth below.

J. The final plans for the outstanding work have not been approved as of the Effective Date. Prior to but no later than the occurrence of the Trigger Event, Developer shall submit improvement plans and specifications relating to 2nd Park, which, upon approval by the City Engineer, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

K. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Confirmation of Obligation and Posting of Security Prior to Trigger Event.

1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $2,150,565.00 to secure faithful performance and $215,056.00 to secure warranty of this Agreement. The security shall be due and payable if construction of 2nd Park has not commenced within the time provided in Section 2.

1.2. **Establishment Of Time For Commencement.** Prior to the issuance of the 500th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of 2nd Park.

1.3. **Withholding of Building Permits for Failure to Commence Construction**. In the event Developer has not Commenced Construction of 2nd Park prior to the issuance of the 500th building permit that allows construction of a dwelling, not including plumbing only permits, the City may withhold issuance of any additional building permits unless and until Developer commences construction of 2nd Park

2. Subdivision Improvement Agreement.

2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work

shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within 60 days after Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code

Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.21, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.21, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 1.2, impose the remedies described in Section 1.3.

2.12.3.5. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access

to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees and Fee Credits**. Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time. Developer shall pay all fees due to City in connection with the Work,

2.17.1. **Neighborhood Park Development Impact Fee Credits**. Upon submission of the improvement security required by Section 2.8, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for 263 single-family residential lots, based upon a neighborhood park area of 2.6 acres, see Exhibit "B". Developer is responsible for paying the neighborhood park program management fee.

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "C"** attached hereto includes the initial contact information referenced in this Section 2.19.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during

the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA, 1, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager stevenbenson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Fee Credits (Section 2.18.)

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President
Date: 5/20/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal Patel

Title: City Attorney
Date: _____

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 1, L.P.,
a Delaware Limited Partnership

By: Essential Housing Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent

By: Steven S. Benson
Title: manager

Date: 5/16/24

[ATTACHED]

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 16 day of May, 2024, by ~~Wendy Stoeckel~~ Steven J. Benson, the ~~Authorized Representative~~ Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

Notary Public

(Seal)

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

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 Contra Costa

On this 20 day of May, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

EXHIBIT A
(Property Description)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 131, LOTS A, B, C, D, E, F, AND G, AND ALL OF OLD LARKS LANE, JONAH STREET, NATION WAY, KISMET STREET, PENELOPE STREET, OSCAR DRIVE, RABINO AVENUE, ULSTER AVENUE, LINDEN AVENUE, STANEK AVENUE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4134, TRACY HILLS VILLAGES 5 & 6, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT B
(Fee Credits)

Neighborhood Park	Lot	Location	Acres	Number of SFDUs[1]
1	M	Village 8 Tract 4136	5.76	582
2	G	Village 5/6 Tract 4134	2.60	263
3	P	Village 15 Tract 4057	3.34	337
4	Q	Village 16 Tract 4057	3.71	375
		Total	15.41	1,557

Notes:
1) Based on the current Parks Master Plan of 3 acres of neighborhood parks per 1,000 residents and a density of 3.3 residents per single family dwelling unit.

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 3rd Park

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - 3rd Park

This **CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - 3rd Park** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC.,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as the Tracy Hills Phase 4 ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC, is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved

by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Specifically, pursuant to Condition B.10.c, the third neighborhood park within Phase 2 ("**3rd Park**", designated as Lot Q on the Tentative Map) is required to be commenced by the issuance of the 976th building permit in Phase 2 (the "**Trigger Event**"). Condition C.2.9.2 requires Developer and City enter into an agreement to be recorded against the property stipulating this time prior to recordation of the first Final Map in Phase 2. This Agreement is entered into in satisfaction of Conditions B.10.c and C.2.9.2.

F. Because approved plans for 3rd Park are not available prior to approval of the first Phase 2 Final Map, Developer has provided to City an initial engineer's estimate of the cost of developing 3rd Park and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within 3rd Park and recent cost information provided in connection with development of parks in the Tracy Hills development.

G. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition B10.c, as set forth below.

H. The final plans for the outstanding work have not been approved as of the Effective Date. Prior to but no later than the occurrence of the Trigger Event, Developer shall submit improvement plans and specifications relating to 3rd Park, which, upon approval by the City Engineer, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

I. Because Developer seeks to obtain City Council approval of the first Final Map in Phase 2 and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event.**

   1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $2,423,032.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of 3rd Park has not commenced within the time provided in Section 2.

   1.2. **Establishment Of Time For Commencement.** Prior to the issuance of the 976th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of 3rd Park.

   1.3. **Withholding of Building Permits for Failure to Commence Construction**. In the event Developer has not Commenced Construction of 3rd Park prior to the issuance of the 976th building permit that allows construction of a dwelling, not including plumbing only permits, the City may withhold issuance of any additional building permits unless and until Developer commences construction of 3rd Park

2. **Subdivision Improvement Agreement**.

   2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

   2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

   2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten

(10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate**").

2.5. **Commencement of Work.** Work shall begin within 60 days after Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.21, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.21, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that

insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be

considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 1.2, impose the remedies described in Section 1.3.

2.12.3.5. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees and Fee Credits**. Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time. Developer shall pay all fees due to City in connection with the Work,

2.17.1. **Neighborhood Park Development Impact Fee Credits**. Upon submission of the improvement security required by Section 2.8, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for 337 single-family residential lots, based upon a neighborhood park area of 3.34 acres, see Exhibit "B". Developer is responsible for paying the neighborhood park program management fee.

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 2.19.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Fee Credits (Section 2.18.)

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President
Date: 5/20/24

Attest:

By: Adrianne Richardson

Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal Patel

Title: City Attorney

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: James Broderick

Its: Authorized Representative

[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 ORANGE

On this 16th day of May, 2024 before me, Anne Nguyen, Notary Public, personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

Signature: _____ (Seal)

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 Contra Costa

On this 20 day of May, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 3rd Park

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

EXHIBIT B
(Fee Credits)

Neighborhood Park	Lot	Location	Acres	Number of SFDUs[1]
1	M	Village 8 Tract 4136	5.76	582
2	G	Village 5/6 Tract 4134	2.60	263
3	P	Village 15 Tract 4057	3.34	337
4	Q	Village 16 Tract 4057	3.71	375
		Total	15.41	1,557

Notes:

1) Based on the current Parks Master Plan of 3 acres of neighborhood parks per 1,000 residents and a density of 3.3 residents per single family dwelling unit.

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 3rd Park

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 4th Park

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - 4th Park

This **CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - 4th Park** (hereinafter "**Agreement**") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC.,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as hereinafter Tracy Hills Phase 4 ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved

by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Specifically, pursuant to Condition B.10.d, the fourth neighborhood park within Phase 2 ("**4th Park**", designated as Lot P on the Tentative Map) is required to be commenced by the issuance of the 1,226th building permit in Phase 2 (the "**Trigger Event**"). Condition C.2.9.2 requires Developer and City enter into an agreement to be recorded against the property stipulating this time prior to recordation of the first Final Map in Phase 2. This Agreement is entered into in satisfaction of Conditions B.10.d and C.2.9.2.

F. Because approved plans for 4th Park are not available prior to approval of the first Phase 2 Final Map, Developer has provided to City an initial engineer's estimate of the cost of developing 4th Park and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within 4th Park and recent cost information provided in connection with development of parks in the Tracy Hills development.

G. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition B10.d, as set forth below.

H. The final plans for the outstanding work have not been approved as of the Effective Date. Prior to but no later than the occurrence of the Trigger Event, Developer shall submit improvement plans and specifications relating to 4th Park, which, upon approval by the City Engineer, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

I. Because Developer seeks to obtain City Council approval of the first Final Map in Phase 2 and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event.**

   1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $2,239,337.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of 4th Park has not commenced within the time provided in Section 2.

   1.2. **Establishment Of Time For Commencement.** Prior to the issuance of the 1,226th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of 4th Park.

   1.3. **Withholding of Building Permits for Failure to Commence Construction**. In the event Developer has not Commenced Construction of 4th Park prior to the issuance of the 1,226th building permit that allows construction of a dwelling, not including plumbing only permits, the City may withhold issuance of any additional building permits unless and until Developer commences construction of 4th Park

2. **Subdivision Improvement Agreement**.

   2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

   2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

   2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within 60 days after Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall

have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.21, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.21, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate.

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance

Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 1.2, impose the remedies described in Section 1.3.

2.12.3.5. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees and Fee Credits**. Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the project

pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time. Developer shall pay all fees due to City in connection with the Work,

2.17.1. **Neighborhood Park Development Impact Fee Credits.** Upon submission of the improvement security required by Section 2.8, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for 375 single-family residential lots, based upon a neighborhood park area of 3.71 acres. Developer is responsible for paying the neighborhood park program management fee, see Exhibit "B".

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 2.19.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583

Attn: City Engineer notice@cityoftracy.org	Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all

local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Fee Credits (Section 2.18.)

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land**. All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

_____

By: Bridgit Koller
Title: Vice President
Date: 5/20/24

Attest:

_____

By: Adrianne Richardson

Title: City Clerk

Date: _____

Approved As To Form:

_____

By: Bijal Patel

Title: City Attorney
Date: _____

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 4th Park

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: James Broderick

Its: Authorized Representative

[ATTACHED]

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 4th Park

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 ORANGE

On this 16th day of May, 20 24 before me, Anne Nguyen, Notary Public, personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

Signature: _____ (Seal)

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 Contra Costa

On this 20 day of May, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

EXHIBIT B
(Fee Credits)

Neighborhood Park	Lot	Location	Acres	Number of SFDUs[1]
1	M	Village 8 Tract 4136	5.76	582
2	G	Village 5/6 Tract 4134	2.60	263
3	P	Village 15 Tract 4057	3.34	337
4	Q	Village 16 Tract 4057	3.71	375
		Total	15.41	1,557

Notes:

1) Based on the current Parks Master Plan of 3 acres of neighborhood parks per 1,000 residents and a density of 3.3 residents per single family dwelling unit.

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

This **OFFSITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is a party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4133 - Tracy Hills Villages 2-3, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P., are land banks holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consent to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map

includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract *4133 - Tracy Hills Village 2 and 3 (the "**Final Subdivision Map**"). Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.*

E. Pursuant to the Conditions of Approval, Developer is required to construct the public roadway improvements knows as the Corral Hollow Road, generally extending from I- 580 to southern City Limits, as more particularly depicted in ***Exhibit "B"***.

F. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) seventeen (17) sheets of improvement plans entitled "Corral Hollow Road Widening Phase 2 Frontage" prepared by Ruggeri-Jensen- Azar dated February 7, 2023; and (d) forty-eight (48) sheets of landscape construction drawings entitled "Corral Hollow Road R.O.W. Landscape Improvement Plans", prepared by FORMA, dated February 22, 2024.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG 22-0006 and the landscape plans are on file with the City Engineer under Tracking No. ENG 22-0030 (the "**Landscape Plans**"), all incorporated herein by reference.

G. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 30, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to

commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

a. "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

H. As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $3,898,412.00, a Labor and Material Bond in the amount of $3,898,412.00, a Warranty Bond in the amount of $389,841.00, *and a Monumentation Bond in the amount of $6,750.00* all dated January 27, 2023, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

K. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications,

to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision

Map Act including Government Code Sections 66499 *et seq.* and Tracy Municipal Code Section 12.36.080, in the following amounts:

3.1 **Faithful Performance** security in the amount of **$5,105,155.00** to secure faithful performance of this Agreement.

3.2 **Labor and Material** security in the amount of **$5,105,155.00** to secure payment by Developer to laborers and materialmen.

3.3 **Warranty** security in the amount of **$510,515.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

3.4 **Monumentation** security in the amount of **$10,500.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing

endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent,

or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. Developer shall be entitled to fee credits consistent with Section 3.3 of that certain Development Agreement by and between the City of Tracy and the Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, adopted by City of Tracy Ordinance No. 1213 and recorded in the Official Records of San Joaquin County on June 9, 2016, as Document Number 2016-066658, as may be amended from time to time (the "DA"), and as provided in greater detail in the Finance and Implementation Plan for the Tracy Hills Specific Plan pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

11.1 **FEE CREDITS**. Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive [e.g., roadway fee] credits (**Exhibit "D"**) in the amount of **$1,967,879.11**.

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf.

Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "E"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

    16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be

personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Offsite Improvement Location (Recital E.)
C. IIA Excerpt (Recital F.)
D. Fee Credits Worksheet
E. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 5/24/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

Steven S. Benson

By: Steven S. Benson
Title: Manager

Date: 5/21/24

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of May, 2024, by means of physical presence, by Steven S. Benson. the manager of Essential Housing Asset Management, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

(SEAL)

Jaime Marie Adams
Notary Public

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

AG EHC II (LEN) CA 2, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

Steven S. Benson

By: Steven S. Benson
Title: Manager

Date: 5/16/24

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 16 day of May, 2024, by means of physical presence, by Steven J. Beason, the Manager of Essential Housing Asset Management, Authorized Agent of AG EHC II (LEN) CA2, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA2, L.P., a Delaware limited partnership, for and on behalf thereof.

(SEAL)

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

Jaime Marie Adams
Notary Public

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 Contra Costa

On this 24th day of May, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, 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/~~the~~y executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

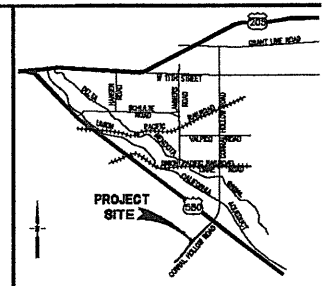
EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 115, LOTS A, B, C, D, AND E, AND ALL OF SIERRA VIEW DRIVE, CORRAL HOLLOW ROAD, WHITE HART AVENUE, EMERY STREET, FORBES AVENUE, DASHWOOD STREET, HANOVER WAY, GLADYS AVENUE, AND LEVANT PLACE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4133, TRACY HILLS VILLAGES 2 & 3, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

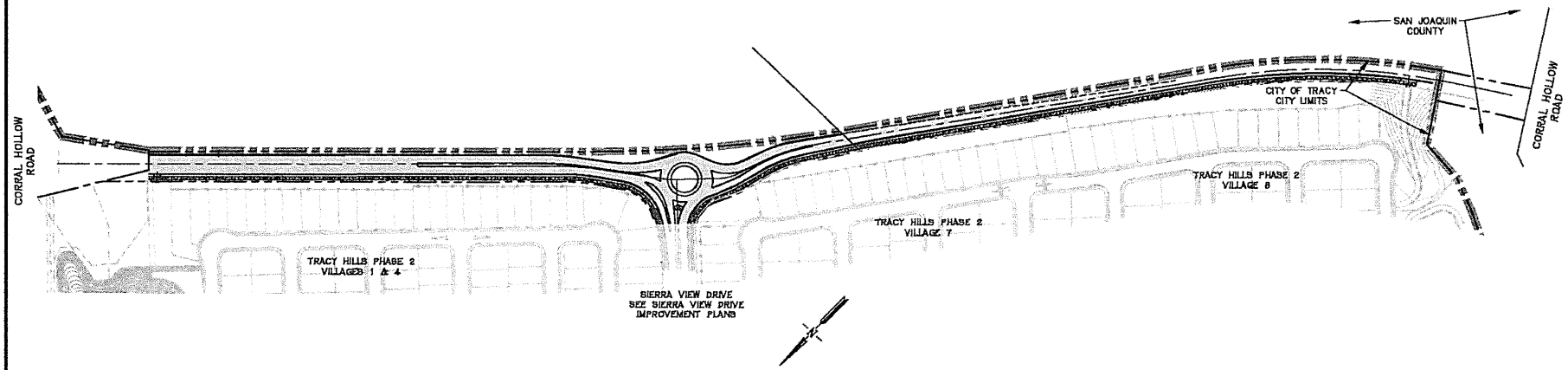
EXHIBIT "B"
Offsite Improvement Location

IMPROVEMENT PLANS
CORRAL HOLLOW ROAD WIDENING
PHASE 2 FRONTAGE

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA



VICINITY MAP
NOT TO SCALE



LOCATION MAP
SCALE: 1"=150'

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
2541 WARREN DRIVE, SUITE 100 ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909

DATE: March 18, 2024 JOB NO. 215005 SHEET 1 OF 1

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CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 6E0F0118-A851-4828-849A-1FC8CB27746A

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
CORRAL HOLLOW ROAD WIDENING IMPROVEMENTS
AT TRACY HILLS PHASE 2 FRONTAGE

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public roadway improvements known as the **Corral Hollow Road Widening Improvements at Tracy Hills Phase 2 Frontage** that are to be constructed within the existing and proposed Corral Hollow Road right-of-way, as more particularly depicted in Exhibit "**A**" ("**Project**").

B. The Project is geographically located within the boundaries of the Tracy Hills Specific Plan Area, which was approved by City Council on April 5, 2016, and is further situated within and along the frontage of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**").

C. The Tentative Map approval was subject to certain Conditions of Approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

D. Among other things, the Conditions describe certain improvements that are required for approval of final subdivision maps under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

E. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City numerous final maps for the residential development known as Tracy Hills Phase 2A (the "**Final Maps**"). The Final Maps are being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Maps have not yet been approved by City for recordation.

F. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Maps. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0006 and incorporated herein by reference. The term "**Partially Approved Submitted Plans and Specifications**" includes the seventeen (17) sheets of improvement plans entitled "Improvement Plans, Corral Hollow Road Widening, Phase 2 Frontage" prepared by Ruggeri-Jensen-Azar.

EXHIBIT "D"

Fee Credit Worksheet

Preliminary Estimated Credit/Reimbursement for Construction of Corral Hollow Road Widening Phase 2 Frontage
Based on the Citywide Roadway & Transportation Master Plan dated November 2012
11/1/2023

Improvements	Stations	Unit Type	Units [1]	Unit Cost [2]	Unit Cost w/ Mark-Up [3]	Max Eligible Credit / Reimbursement
Roadway Improvements [4]						
Corral Hollow - I-580 Eastbound Ramp to North of Sierra View Drive (Less median, road striping and signs, sewer, water, and fire hydrants)	STA 5+00 to 13+00	LF	800.00	$ 934.00	$ 1,120.80	$ 896,640.00
Corral Hollow - I-580 Eastbound Ramp to North of Sierra View Drive (Less sewer, water, and fire hydrants)	STA 13+00 to 18+15.20	LF	515.20	$ 1,312.60	$ 1,575.12	$ 811,501.82
Corral Hollow - Sierra View Drive Roundabout (Developer Responsibility)	STA 18+15.20 to 23+15.20	LF	500.00	$ -	$ -	$ -
Corral Hollow - South of Sierra View Drive to end of median (Less sewer, water, and fire hydrants)	STA 24+80.10 to 25+75.90	LF	164.90	$ 1,312.60	$ 1,575.12	$ 259,737.29
Subtotal Road						**$ 1,967,879.11**
Total						**$ 1,967,879.11**

Notes:

1) Units are based on the Corral Hollow Road Phase 2 Frontage approval set dated 02/17/23 improvement plans.

2) Unit costs derived from Citywide Roadway & Transportation Master Plan dated November 2012. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index (ENR) from November 2013 costs to June 2023 costs (15367.26/10901.09).

3) Unit costs are marked up by 20% to account for (Engineering (10%) and Construction Management (10%). Contingency costs (15%) and program administration costs (5%) are not eligible for credits per Section 13.08.020 of the City of Tracy Municipal Code.

4) The Citywide Roadway & Transportation Master Plan dated November 2012 included 2,000 LF for Corral Hollow Road widening from I-580 Eastbound Ramps to the City Limits. It is assumed 500 LF of the intersection at Corral Hollow and Sierra View Drive (Lammers) would be Developer responsibility as the costs are not included in the Citywide Roadway & Transportation Master Plan and Tracy Infrastructure Master Plan Impact Fee Nexus Study and as such no credits can be given.

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

EXHIBIT "E"
Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

This **OFFSITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is a party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4133 - Tracy Hills Villages 2-3, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "Project"). AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P, are landbanks holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its sign ature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention

basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract *4133 - Tracy Hills Village 2 and 3 (the "**Final Subdivision Map**"). Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.*

E. Pursuant to the Conditions of Approval, Developer is required to construct the public roadway improvements known as the Sierra View (Lammers) Road, generally extending from Tracy Hills Drive to Corral Hollow Road as more particularly depicted in ***Exhibit "B"***.

In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) forty-three (43) sheets of improvement plans entitled "Sierra View Drive Improvement Plans Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated May 30, 2023; and (d) sixty-seven (67) sheets of landscape construction drawings entitled "Sierra View Drive ROW Landscape Improvement Plans Tracy Hills Phase 2A (From Corral Hollow Road to Stanek Ave. and White Hart Ave, From Emery Street to Frost Street)", prepared by FORMA, dated June 12, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG21-0037 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0008 (the **Landscape Plans**), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and**

Specifications"), at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $12,908,497.00, a Labor and Material Bond in the amount of $12,908,497.00, a Warranty Bond in the amount of $1,290,850.00, *and a Monumentation Bond in the amount of $22,500.00* all dated January 22, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications,

to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$12,871,291.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$12,871,291.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$1,287,129.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$22,500.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance

requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional

Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent,

or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **FEES AND FEE CREDITS**. Developer shall be entitled to fee credits consistent with Section 3.3 of that certain Development Agreement by and between the City of Tracy and the Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, adopted by City of Tracy Ordinance No. 1213 and recorded in the Official Records of San Joaquin County on June 9, 2016, as Document Number 2016-066658, as may be amended from time to time (the "DA"), and as provided in greater detail in the Finance and Implementation Plan for the Tracy Hills Specific Plan pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

11.1 **FEE CREDITS**. Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive roadway fee credits (**Exhibit "D"**) in the amount of **$872,484.00**.

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent

("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "E"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

    16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be

personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the

State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Offsite Improvement Location (Recital E.)
C. IIA Excerpt (Recital F.)
D. Fee Credits Worksheet
E. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 5/22/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

Steven S. Benson

By: Steven S. Benson
Title: Manager

Date: 5/21/24

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

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 Contra Costa

On this 22nd day of May, 2024 before me, Erin C. Tate,
Notary Public, personally appeared Bridgit Koller,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

ERIN C. TATE
COMM. #2366751
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
MY COMM. EXP. JULY 20, 2025

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of May, 2024, by means of physical presence, by Steven S. Benson. the Manager of Essential Housing Asset Management, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

(SEAL)

Jaime Marie Adams
Notary Public

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

AG EHC II (LEN) CA 2, L.P.,
a Delaware Limited Partnership

By: Essential Housing Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent

Steven S. Benson

By: Steven S. Benson
Title: Manager

Date: 5/21/24

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of May, 2024, by means of physical presence, by Steven S. Benton. the Manager of Essential of Housing Asset Management, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership, for and on behalf thereof.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

(SEAL)

Jaime Marie Adams
Notary Public

EXHIBIT "A"
(Legal Description of Property)

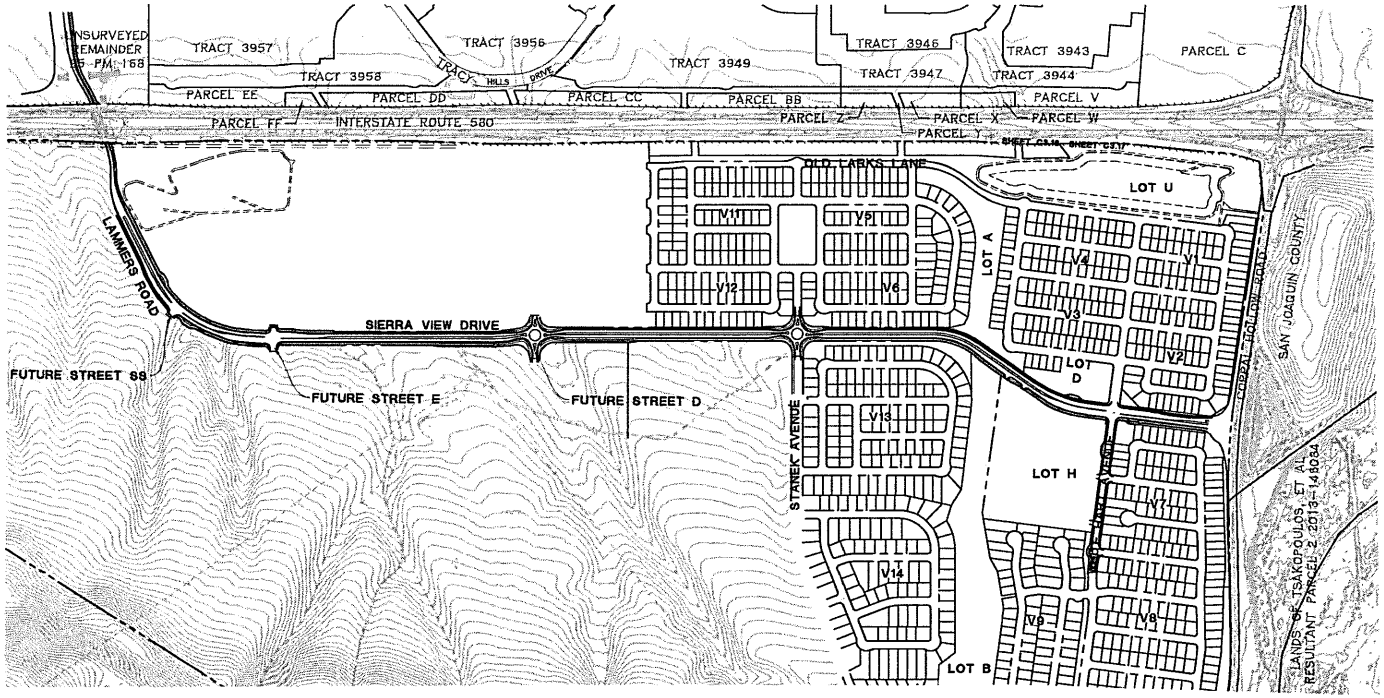
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 115, LOTS A, B, C, D, AND E, AND ALL OF SIERRA VIEW DRIVE, CORRAL HOLLOW ROAD, WHITE HART AVENUE, EMERY STREET, FORBES AVENUE, DASHWOOD STREET, HANOVER WAY, GLADYS AVENUE, AND LEVANT PLACE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4133, TRACY HILLS VILLAGES 2 & 3, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

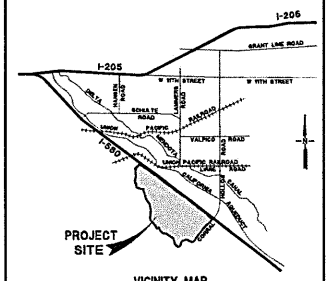
EXHIBIT "B"
Offsite Improvement Location

SIERRA VIEW DRIVE IMPROVEMENT PLANS

TRACY HILLS - PHASE 2A

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA





VICINITY MAP
NOT TO SCALE

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: MARCH 18, 2024 JOB NO. 201068 SHEET 1 OF 1

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: ECCD7C92-0DEC-485C-82C3-D78484F8A10A

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
SIERRA VIEW DRIVE IMPROVEMENTS

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public roadway improvements known as the **Sierra View Drive Improvements** that are to be constructed within the proposed Sierra View Drive right-of-way, as more particularly depicted in Exhibit "**A**" ("**Project**").

B. The Project is geographically located within the boundaries of the Tracy Hills Specific Plan Area, which was approved by City Council on April 5, 2016, and is further situated within the boundaries of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**").

C. The Tentative Map approval was subject to certain Conditions of Approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

D. Among other things, the Conditions describe certain improvements that are required for approval of final subdivision maps under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

E. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City numerous final maps for the residential development known as Tracy Hills Phase 2A (the "**Final Maps**"). The Final Maps are being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Maps has not yet been approved by City for recordation.

F. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Maps. The submitted plans and specifications, which are under review by the City Engineer, are on file with the City Engineer and incorporated herein by reference. The term "**Partially Approved Submitted Plans and Specifications**" is a subset of the complete plans that have been submitted and specifically includes the thirty-three (33) sheets of improvement plans titled "Sierra View Drive Improvement Plans, Tracy Hills - Phase 2A" prepared by Ruggeri-Jensen-Azar. The above referenced plans are on file with the City Engineer under Tracking No. ENG21-0037 and have been approved by the City Engineer.

EXHIBIT "D"

Fee Credit Worksheet

Preliminary Estimated Credit/Reimbursement for Construction of Sierra View Drive Tracy Hills Drive to I-580 EB Ramp
Based on the Citywide Roadway & Transportation Master Plan dated November 2012
5/16/2024

Improvements	Stations	Unit Type	Units [1]	Unit Cost [2]	Unit Cost w/ Mark-Up [3]	Max Eligible Credit / Reimbursement
Roadway Improvements						
Sierra View Drive (Lammers) -North of I-580 (Partial road - two lanes and shoulder) [4]	STA 1+76.70 to 5+76.70	LF	400	$ 1,236.50	$ 1,483.80	$ 593,520.00
Sierra View Drive (Lammers) - North of I-580 (ROW Acquisition) [4]	STA 1+76.70 to 5+76.70	LF	400	$ 697.41	$ 697.41	$ 278,964.00
Subtotal Road						**$ 872,484.00**
Total						**$ 872,484.00**

Notes:

1) Units are based on the Sierra View Drive Tracy Hills Phase 2A Improvement Plans dated 05/30/23.

2) Unit costs derived from Citywide Roadway & Transportation Master Plan dated November 2012. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index (ENR) from November 2013 costs to June 2023 costs (15367.26/10901.09).

3) Unit costs are marked up by 20% to account for (Engineering (10%) and Construction Management (10%). Contingency costs (15%) and program administration costs (5%) are not eligible for credits per Section 13.08.020 of the City of Tracy Municipal Code.

4) The proposed Citywide Roadway & Transportation Master Plan Master Plan included costs for a new four lane parkway curb to curb. The credits provided are for 30 LF of road width (two 11' lanes and a 8' should lane) as the remaining of the road will need to be widened.

EXHIBIT "E"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY, OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS

This **CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Tracy Phase 4, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use

entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Pursuant to the Conditions of Approval, Developer is required to design and construct the public roadway improvements known as the Tracy Boulevard/Linne Road Intersection Improvements.

F. Condition of Approval B.2 incorporated, among other things, Mitigation Measure 4.13.5(a) -Intersection #5 which states in part "Signalize the intersection and reconstruct the southbound approach to include a shared southbound through/left-turn lane and a southbound right-turn lane. Construct the eastbound approach to include an eastbound left-turn lane and a shared eastbound through/right-turn lane. The westbound approach shall remain a shared westbound left/through/right turn lane and the northbound approach shall remain a shared northbound through/left/right-turn lane. This signal shall be interconnected with the controller at the railroad crossing and improvements shall be constructed at the railroad crossing gates."

G. The eastbound and westbound portion of the Intersection #5 obligation has been satisfied. The City, after consultation with UPRR, has determined that a grade separated southbound right turn lane (the "**Right Turn Lane**") is likely infeasible. As such a solution is uncertain and very costly to implement, the parties agree that Developer shall instead provide an in-lieu payment for the Right Turn Lane as described in this Agreement. The City has determined, based on current construction costs, that the portion of the in-lieu payment for construction costs shall be $281,548.31, the portion of the in-lieu payment for the right-of-way acquisition costs shall be $100 per square foot for 3,150 square feet of right-of way, and the portion of the in-lieu payment for the construction easement costs shall be $25 per square foot for 440 square feet for a total of $326,000. Therefore, the total in-lieu payment for the Right Turn Lane shall be $607,548.31 (the "**In-Lieu Payment**").

H. In addition to the In-Lieu Payment, the City and Developer agree that Developer's construction obligation for Intersection #5 is to signalize the existing intersection. The signal shall be interconnected with the controller at the railroad crossing and improvements shall be constructed at the railroad crossing gates (the "**Offsite Improvements**").

I. The preparation of the design (preliminary and final) of the Offsite Improvements is known as the "**Initial Design Work**." Specifically, pursuant to Mitigation Measure 4.13.5(a) -Intersection #5, the Developer is required to cause the preparation of the design (preliminary and final) for, and final construction of, the Offsite Improvements. In addition to the City, both the Union Pacific Railroad ("**UPRR**") and the California Public Utilities Commission ("**CPUC**") will need to consent and/or approve the final design due to the Offsite Improvements interaction with existing railroad infrastructure ("**UPRR/CPUC Consent**").

J. Developer has provided to City an initial estimate of the cost of the Offsite Improvements ("**Initial Estimate**").

K. Developer will provide security in the amount of the Initial Estimate for the timely performance of the Offsite Improvements, as set forth below.

L. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security**.

   1.1. **Improvement Security.** Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq.) and Tracy Municipal Code Section 12.36.080, in the following amounts:

      1.1.1. Faithful Performance security in the amount of $1,944,000.00 to secure faithful performance of this Agreement.

   1.2. **Establishment Of Time For Commencement.** Within 120 days of the approval of this Agreement, Developer shall commence the Initial Design Work.

   1.3. **In-Lieu Payment**. Prior to City Council approval of this Agreement, Developer shall pay City Six-Hundred-Seven-Thousand-Five-Hundred-Forty-Eight and 31/100 Dollars ($607,548.31), the dollar amount of the In-Lieu Payment. Developer shall have no further obligations related to the Right Turn Lane after making the In-Lieu Payment.

2. **Subdivision Improvement Agreement**.

   2.1. **Scope of Work; Location.** The location and details of the Offsite Improvements will be described fully in the future improvement plans, which upon approval by the City Engineer, UPRR and CPUC shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer, UPRR and CPUC. Developer shall perform, or cause to be

performed, the construction of a traffic signal, crossing arms, and necessary interconnect in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer shall perform all the Work within the existing City right-of-way ("**ROW**") and shall not be obligated to acquire any additional ROW.

2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate (defined below). Developer shall diligently prosecute completion of the Plans and Specifications in coordination with the City, UPRR, and the CPUC. City agrees to reasonably cooperate in the processing of the Plans and Specifications, including without limitation, executing documents reasonably necessary to obtain UPRR and CPUC approval of the Plans and Specifications so long as such documents to do not result in financial liability to City. Upon approval of the Plans and Specifications by City, UPRR and CPUC, Developer shall provide contract security in accordance with Section 2.8 ensuring performance for the Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within 180 days after Plans and Specifications have been approved by the City Engineer, UPRR and CPUC. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which

shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.20, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.20, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and

Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. **Default**

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to

acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees And Fee Credits**. Developer acknowledges the Initial Design Work and Work are not currently eligible for Traffic Impact Fee Credits under the City's current Transportation Master Plan. Developer reserves the right to receive Fee Credits if subsequently authorized by City program modifications.

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "B"** attached hereto includes the initial contact information referenced in this Section 2.18.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one

year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

2.21.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or

delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Developer's Authorized Representative Information (Section 2.18.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 6/26/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

CITY OF TRACY – CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS

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 Contra Costa

On this 26th day of June, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[ATTACHED]

CITY OF TRACY – CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte (Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

CITY OF TRACY – CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENT

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

CITY OF TRACY – CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENT

EXHIBIT "B"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY, OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 – LINNE ROAD/ MACARTHUR DRIVE INTERSECTION IMPROVEMENTS

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY

OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 –LINNE ROAD/ MACARTHUR DRIVE INTERSECTION IMPROVEMENTS

This **OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - LINNE ROAD/MACARTHUR DRIVE INTERSECTION IMPROVEMENTS** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy

Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Pursuant to the Conditions of Approval, Developer is required to design the public roadway improvements knows as the Linne Road/Macarthur Drive Intersection Improvements (the "**Offsite Improvements**"), as more particularly depicted in **Exhibit "B"**. The preparation of the design (preliminary and final) of the Offsite Improvements is known as the "**Work**." Specifically, pursuant to Condition B.2 which incorporated, among other things, Mitigation Measure 4.13-7a – Intersection #35, the Developer is required to cause the preparation of the design (preliminary and final) for the Offsite Improvements. The Offsite Improvements are not located in the City and the County of San Joaquin ("**County**") has primary land use authority over the Offsite Improvements. In addition, both the Union Pacific Railroad ("**UPRR**") and the California Public Utilities Commission ("**CPUC**") will need to consent and/or approve the final design due to the Offsite Improvements interaction with existing railroad infrastructure.

F. Developer has provided to City an initial estimate of the cost of the Work ("**Initial Design Estimate**").

G. Developer will provide security in the amount of the Initial Design Estimate for the timely performance of the Work, as set forth below.

H. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the Work. The Work shall be performed at Developer's sole expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless

otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1 **Commencement of Work**. Within 90 days after this Agreement being approved by the City Council, Developer shall initiate processing the initial design plans with the County and shall provide County, with a copy provided to City, of a proposed scope of work from a qualified consultant for the preparation of the preliminary design of the Offsite Improvements, such scope constituting notice of commencement of the Work.

2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 **Completion of Work**. Developer shall diligently prosecute completion of the Work in coordination with the County, Union Pacific Railroad, and the CPUC. Developer shall use commercially reasonable efforts to complete the Work by no later than two (2) years after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. City agrees to reasonably cooperate in the processing of the Work, including without limitation, executing documents reasonably necessary to obtain County, UPRR, and CPUC approval of the Work so long as such documents do not result in financial liability to City. If County, UPRR and CPUC have not provided all required approvals for the final plans by such time, Developer shall meet and confer with City regarding next steps.

3. **Fair Share**. Developer shall contribute a fair share towards the costs of such improvements, such fair share being determined through a separate future agreement between Developer and County prior to completion of construction of the Offsite Improvements. Developer acknowledges and agrees that City has no responsibility on the resolution of this issue as it between the County and Developer to negotiate and resolve.

4. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

4.1 **Faithful Performance** security in the amount of **$132,975.00** to secure faithful performance of this Agreement. Such security shall be promptly released upon completion of the Work or if, despite Developer's best efforts (as determined by City in its reasonable discretion), County has not approved the Work within five (5) years after Developer commencing the Work under Section 2.1. If Developer provides such security as cash, City

shall permit Developer to replace such security at any time with other forms of security permitted under Section 4 and promptly return the cash security.

5. **Design Insurance.** Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):.

7.2.1 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.3 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently

prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **[Intentionally Left Blank]**

9. **[Intentionally Left Blank]**

10. **[Intentionally Left Blank]**

11. **[Intentionally Left Blank]**

12. **[Intentionally Left Blank]**

13. **[Intentionally Left Blank]**

14. **Miscellaneous**.

14.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two

working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

14.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

14.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

14.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

14.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

14.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

14.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Offsite Improvement Location (Recital E.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

14.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

CITY OF TRACY, OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 – LINNE ROAD/ MACARTHUR DRIVE INTERSECTION IMPROVEMENTS

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 6/25/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[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 San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte (Seal)

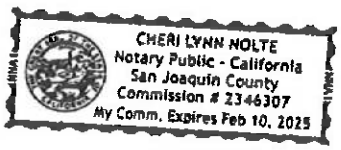


EXHIBIT "A"
(Legal Description of Property)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

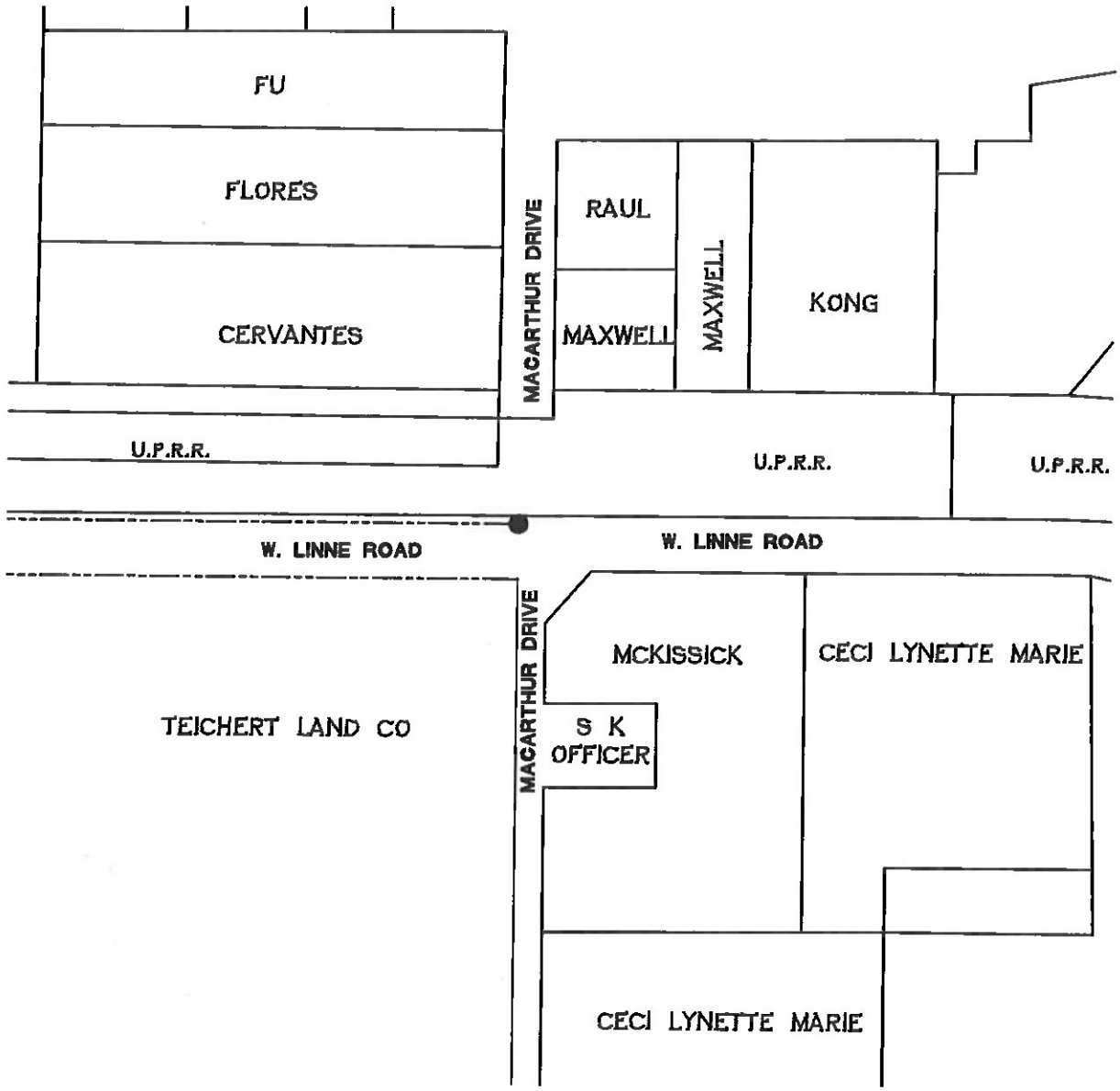
APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

EXHIBIT "B"
Offsite Improvement Location


FU
FLORES
CERVANTES
MACARTHUR DRIVE
RAUL
MAXWELL
MAXWELL
KONG
U.P.R.R.
U.P.R.R.
U.P.R.R.
W. LINNE ROAD
W. LINNE ROAD
MACARTHUR DRIVE
MCKISSICK
CECI LYNETTE MARIE
TEICHERT LAND CO
S K
OFFICER
CECI LYNETTE MARIE

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

This **CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**") .

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC, is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use

entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Pursuant to the Conditions of Approval and Mitigation Measure 4.13-5(b), Developer is required to construct the public roadway improvements knows as the Corral Hollow Widening generally extending from the California Aqueduct to the Linne Road Intersection (the "**Offsite Improvements**"), as more particularly depicted in **Exhibit "B"**. Specifically, pursuant to Condition C.2.7.8(d), the Offsite Improvements are required to be commenced by the final inspection of the 2,600th dwelling unit (the "**Trigger Event**").

F. Because approved plans for the Offsite Improvements are not available prior to approval of the Final Subdivision Map, Developer has provided to City an initial engineer's estimate of the cost of developing the Offsite Improvements and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within the Offsite Improvements and recent cost information provided in connection with development of the improvements in the Tracy Hills development.

G. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition C.2.7.8.d., as set forth below.

H. The final plans for the outstanding work have not been approved as of the Effective Date. Prior to but no later than the occurrence of the Trigger Event, Developer shall submit improvement plans and specifications relating to the Offsite Improvements, which, upon approval by the City Engineer, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

I. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this

Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event.**

   1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $23,950,020.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of the Offsite Improvements have not commenced within the time provided in Section 2.

   1.2. **Establishment Of Time For Commencement Of Offsite Improvements.** Prior to the final inspection of the 2,600th dwelling unit, the developer shall commence construction of the Offsite Improvements.

   1.3. **Withholding of Building Permits for Failure to Commence Construction**. In the event Developer has not Commenced Construction of the Offsite Improvements prior to the final inspection of the 2,600th dwelling unit, the City may withhold issuance of any additional building permits unless and until Developer commences construction of the Offsite Improvements

2. **Offsite Improvement Agreement**.

   2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

   2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

   2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten

(10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within six (6) months (or nine (9) months if public bidding is required) after Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than thirty-six (36) months after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.21, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.21, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be

made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 1.2, impose the remedies described in Section 1.3.

2.12.3.5. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees and Credits** Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213,

as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time. Developer shall pay all fees due to City in connection with the Work.

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 12.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney	Tracy Phase 4, LLC

333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Location of Offsite Improvements

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.

2.30. **Signatures.** The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC

a California limited liability company

_____

By: Bridgit Koller
Title: Vice President
Date: 6/25/24

Attest:

_____

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

_____

By: Bijal Patel

Title: City Attorney
Date: _____

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[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 San Joaquin

On this 25 day of June ,2024 before me, Cheri Lynn Nolte , Notary Public, personally appeared Bridgit Koller & John Stanek , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte (Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION
Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

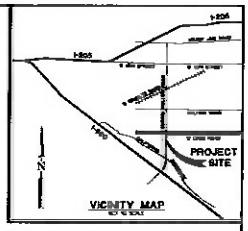
251-060-240 (portion of) and

253-040-100 (portion of)

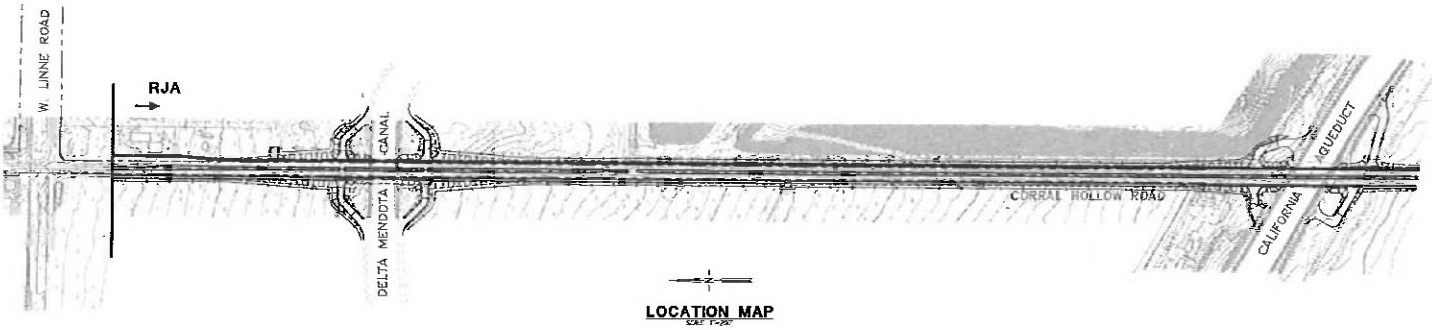
EXHIBIT "B"
(Location of Offsite Improvements)

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
CORRAL HOLLOW ROAD WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA



VICINITY MAP



LOCATION MAP

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
PHONE: (916) 632-5555 FAX: (916) 632-5569

DATE: JUNE 24, 2024 JOB NO. 5263A SHEET 1 OF 1

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 4 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD I-580 INTERCHANGE

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

This **CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - CORRAL HOLLOW ROAD / I-580 INTERCHANGE** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City"),and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Tracy Phase 4, LLC, is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan ("**Specific Plan**") by Resolution 2016-065 and approved related land use entitlements via Resolution Nos. 2016-063, 2016-064, 2016-065, 2016-0066, and Ordinance No 1212 and also adopted that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") pursuant to Ordinance No. 1213, under Application Number TSM16-001. In addition, in order to comply with the California Environmental Quality Act, the City Council certified as legally adequate a final

environmental impact report and adopted a mitigation and monitoring reporting program for the Tracy Hills via Resolution No. 2016-063 (the "**EIR**").

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. In conjunction with approval of the Tentative Map, the City imposed certain conditions of approval requiring compliance with Mitigation Measures identified in the EIR.

F. Specifically, pursuant Condition B.2 which incorporated, among other things, Mitigation Measure No. 4.13-5a, the following mitigation measures are imposed on the Developer relating to the Corral Hollow Road/I-580 Interchange:

> Intersection #1 (Corral Hollow Road / I-580 EB Ramps) Signalize the intersection and widen the I-580 overcrossing to four through lanes. The northbound approach shall be reconstructed to include two northbound through lanes and a northbound right turn lane. The southbound approach shall include two southbound through lanes and a southbound left-turn lane, and the eastbound approach shall include a shared eastbound through/right-turn lane and an eastbound left-turn lane. This mitigation is beyond the scope of improvements identified in the adopted TMP.
>
> The Applicant has the option of constructing the I-580 interchange improvements only to the extent identified in the adopted TMP if the Applicant also implements the Lammers Interchange (as identified in the adopted TMP). Either of these options will fully mitigate the impact. The TMP improvement includes only the reconstruction of the northbound approach to include a northbound through lane and a shared northbound through/right-turn lane. On the southbound approach, only the reconstruction to include a southbound left-turn lane and two southbound through lanes. And on the eastbound approach, only the reconstruction to include an eastbound left-turn lane, a shared eastbound left/through lane,

and an eastbound right turn lane. This intersection shall be interconnected with Intersection #2: Corral Hollow Road / I-580 WB Ramps.

Intersection #2: Corral Hollow Road / I-580 WB Ramps. The Applicant shall, in collaboration with the City Engineer and Caltrans, commence with a Project Study Report (PSR) for the interchange improvements for Corral Hollow Road and Lammers Road. The PSR shall commence immediately following the approval of this Project Application by the City of Tracy and the Interchange shall be improved when the project will generate its Intersection #2 (Corral Hollow Road/ I580 WB Ramps) - Signalize the intersection, widen the I-580 overcrossing to four through lanes, and construct a westbound loop on-ramp to accommodate Project 2035 conditions. The northbound approach shall be reconstructed to include two northbound through lanes and two northbound right-turn lanes which lead to the loop on-ramp. The southbound approach shall include two southbound through lanes and one southbound right-turn lane, and the westbound approach shall include one shared westbound through/left-turn lane and one westbound right-turn lane. This mitigation is beyond the scope of improvements identified in the adopted TMP.

The Applicant has the option of constructing the I-580 interchange improvements only to the extent identified in the adopted TMP if the Applicant also implements the Lammers Interchange (as identified in the adopted TMP). Either of these options will fully mitigate the impact. The TMP improvement includes only the reconstruction of the northbound approach to include a northbound left-turn lane and a northbound through lane. On the southbound approach, only the reconstruction to include a southbound right-turn lane and two southbound through lanes. And on the westbound approach, only the reconstruction to include a shared westbound through/left-turn lane and a channelized westbound right-turn lane. This intersection shall be interconnected with Intersection #1: Corral Hollow Road / I-580 EB Ramps. The Applicant shall, in collaboration with the City Engineer and Caltrans, commence with a Project Study Report (PSR) for the interchange improvements for Corral Hollow Road and Lammers Road. The PSR shall commence immediately following the approval of this Project Application by the City of Tracy and the Interchange shall be improved when the project will generate its 2,588 AM peak hour trip, which would be generated by a mix of office, retail, industrial and residential land uses. The applicant shall submit a trip generation calculation with each building permit application and/or final map approval as directed by the City Engineer. If the trip generation indicates 2,588 AM peak hour trips or more, the interchange shall be improved before issuance of such building permit and/or final map approval. The intersection falls under Caltrans jurisdiction.

G. Pursuant to Mitigation Measure 4.13, Intersections #1 and #2, Developer, may elect to construct or cause the construction of the improvements to the Corral Hollow/I-580

interchange (the "**CH Interchange**") described in the first paragraph of each mitigation measure which improvements exceeded the then-current TMP (the "**TMP Plus Improvements**") or elect to cause the construction of only the then-current TMP improvements (the "**TMP Improvements**") and if Developer elects the TMP Improvements, Developer is also required to implement the Lammers Interchange.

H. After certification of the EIR, the California Department of Transportation ("**Caltrans**"), Caltrans requested consideration of various design alternatives for the interchange improvements at Intersections #1 and #2 and consultations with Caltrans are on-going related to the final design of the interchange improvements at Intersections #1 and #2 (the "**Alternative Improvements**").

I. While Developer and City have commenced design of the Alternative Improvements, the exact scope of those improvements will not be known until the City and Caltrans approve final plans and specifications for the Alternative Improvements. Upon approval of final plans and specifications for the Alternative Improvements, the work contemplated by those final plans and specifications shall be deemed to be the "**Offsite Improvements**" referred to hereinbelow.

J. Because approved plans for the Offsite Improvements are not available prior to approval of the Final Subdivision Map, Developer has provided to City an initial engineer's estimate of the cost of developing the Offsite Improvements and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within the Offsite Improvements and recent cost information provided in connection with development of improvements in the City of Tracy. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Mitigation Measure No. 4.13-5a Intersection No. 1 and Intersection No. 2, as set forth below.

K. The parties acknowledge that City likely will be required by Caltrans to be the constructing party for the Offsite Improvements and the City is designated the constructing party in this Agreement.

L. The parties continue to negotiate (i) whether the Offsite Improvements should be considered substantially similar in performance to the TMP Improvements or the TMP Plus Improvements, and therefore whether Developer is also obligated to implement the Lammers Interchange; and (ii) the financial responsibility of Developer for the Offsite Improvements, with such negotiations to be concluded by the time specified in this Agreement.

M. From and after the execution of this Agreement, Developer shall continue to advance funding to commence design work for the Offsite Improvements pursuant to the existing Cost Recovery Agreement between the parties.

N. The future improvement plans, which upon approval by the City Engineer and Caltrans, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer and Caltrans. Thereafter, as agreed upon by Developer and City, Developer shall be obligated to fund construction costs pursuant to the allocation of financial responsibility.

O. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Offsite Improvements is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Offsite Improvements subsequent to final map approval.

P. The purpose of this Agreement is to ensure that the Offsite Improvements are fully designed, constructed and operational by the trigger of 2,588 AM peak trips.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Obligations of Developer Prior to Trigger Event; Posting of Security.

1.1. **Agreement to Advance Design Costs**. Developer agrees to advance funds needed to prepare the design of the Plans and Specifications pursuant to the existing Cost Recovery Agreement and shall continue to fund design in a timely manner until approval of such design, subject to future modification if so agreed upon by the parties in the allocation of design and construction responsibilities contemplated by this Agreement. Any credits or reimbursements associated with such design costs shall be determined through the Final Allocation, as defined below.

1.2. **Agreement on Allocation of Financial Responsibility; Consequence of Not Reaching Agreement**.

(A) Developer and City shall reach final resolution on (1) whether the Offsite Improvements should be considered an election for the TMP Improvements or the TMP Plus Improvements (which will determine whether Developer is responsible to cause the construction of the Lammers Interchange) and (2) the allocation of financial responsibility for the Offsite Improvements (collectively, the "**Final Allocation**") prior to the earlier of (i) October 15, 2024; or (ii) the approval of the next Final Map within the Tracy Hills Specific Plan after the Final Maps for Tracts 4132 through 4138 (as applicable, the "**Trigger Event**"). The parties acknowledge that other existing documents, including the Development Agreement, may require amendment to be consistent with and authorize the Final Allocation and will agree to negotiate such amendments in good faith.

(B) If City and Developer are not able to reach a tentative agreement related to the Final Allocation by August 15, 2024, then City and Developer shall submit the dispute related to the Final Allocation to the Sacramento, California office of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") for non-binding

mediation. To select a mediator, Developer shall provide City a list of three (3) JAMS mediators with reasonable land use law experience within seven (7) calendar days of the City Council's approval of this Agreement. Within seven (7) calendar days of Developer's delivery of such list, City shall select one (1) of the named potential mediators. City and Developer shall request the City's selected mediator from the list serve as the mediator to assist with the Final Allocation within three (3) business days of the City's selection. If City does not timely select a mediator from the list, then either party may unilaterally request mediation and if the parties cannot agree on the appointment of a mediator within ten (10) days after the written request for mediation to JAMS, then JAMS shall appoint the mediator at its discretion. The parties shall hold at least one in-person mediation session prior to August 30, 2024, or if JAMS is unable to schedule a session prior to that date, a date as soon as practicable thereafter. City and Developer covenant that they will participate in the mediation in good faith, and that Developer shall be responsible for all of JAMS invoiced costs related to the mediation. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceedings involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Either party may terminate mediation proceedings after one (1) in-person session or mediation may continue if City and Developer both agree.

(C) If after the JAMS mediation set forth in subparagraph (B), Developer and City do not reach written agreement on Final Allocation prior to the Trigger Event, the City may withhold approval of any Final Maps within the Tracy Hills Specific Plan Area and withhold issuance of any new building permits within Phase 2A or Phase 2B after the Trigger Event (including without limitation the conversion of plumbing-only permits to full permits) and withhold final inspections and certificates of occupancy that would result in the exceedance of 100 certificates of occupancy (not including any certificates of occupancy for model homes) within Phase 2A or Phase 2B. In other words, the City will permit only up to 100 total homes within Phase 2A or Phase 2B to be occupied by residents prior to resolution of the allocation of financial responsibility for the Offsite Improvements. City may continue to withhold such approvals and permits until such time as City and Developer enter the Final Allocation. Developer acknowledges that the withholding of such approvals and permits could have a substantial economic impact on Developer and consents to such remedy notwithstanding any contrary provisions in the project approvals including, without limitation, the Development Agreement, in furtherance of the timely approval of the Final Maps for Tracts 4132 through 4138. Developer hereby waives any claims under law and equity and any damages, costs, or losses to the extent related to, or incurred as a result of, the withholding of building permits or certificates of occupancy as provided by this Section 1.2.

1.3. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the in the amount of $19,400,000.00 to secure faithful performance of this Agreement. The security shall be due and payable if Developer has not satisfied its obligation to deliver security and/or funds for construction of the Offsite Improvements within the time provided in Sections 1.2 and 2.2.

2. Offsite Improvement Agreement.

2.1. **Final Plans and Specifications and Engineer's Estimate**. Upon approval of the Plans and Specifications by the City and Caltrans, Developer shall obtain an updated Engineer's Estimate (the **"Final Engineer's Estimate"**).

2.2. **Developer Funding of Construction.** Within one hundred and twenty (120) days after delivery to Developer of the Final Engineer's Estimate, Developer shall deliver to City such security and/or funds and release or update the Improvement Security required by Section 1.3 all as are agreed-upon by parties in the Final Allocation required by Section 1.2.

2.3. **Time Of Performance**. Time is of the essence in the Developer's payment of funds for City's performance of design and construction of the Offsite Improvements. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement.

2.4. **Commencement of Offsite Improvements.** City shall use good faith efforts to begin the Offsite Improvements within six (6) months after City obtaining Caltrans approval of the Plans and Specifications.

2.5. **Completion of Offsite Improvements**. City shall use good faith efforts to complete the Offsite Improvements no later than thirty-six (36) months after commencement of Offsite Improvements.

2.6. **Indemnification**. If Developer becomes the constructing party for the Offsite Improvements, Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.17, below, has expired, at which time the indemnification obligations under this Section shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section are in addition to all other Developer's obligations

set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.17, below.

2.7. **Insurance**. If Developer becomes the constructing party of the Offsite Improvements, before beginning any work relating to construction of the Offsite Improvements, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.7.1. **General**. If Developer becomes the constructing party of the Offsite Improvements, before beginning any work relating to construction of the Offsite Improvements and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.7.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.7.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.7.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.7.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.7.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.7.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.7.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.7.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.7.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.7.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.7.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.7.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.7.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.7.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.8. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors,

including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.9. Default

2.9.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.9.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.9.2.1.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.9.2.1.2. Developer abandons the Work site if it is the constructing party.

2.9.2.1.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.9.3 below.

2.9.2.1.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.9.2.1.5. Developer violates any legal requirement related to the Work if Developer is the constructing party and fails to cure such violation pursuant to Section 2.9.3 below.

2.9.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.9.3.1. Demand that Developer complete performance of the Work if it is the constructing party.

2.9.3.2. Demand that Developer's surety (if any) complete performance of the Work if Developer is the constructing party.

2.9.3.3. Resort to any judicial remedies available to the City.

2.9.3.4. For defaults of Section 1.2, the remedies described in Section 1.2.

2.10. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.11. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.12. **Inspection by the City**. If Developer is the constructing party, to permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.13. **Inspection Fees**. Prior to the commencement of any Work by Developer, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.13.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.14. **Funding, Fees and Credits**

Developer understands and agrees it is providing funding for the design and construction of the Offsite Improvements and will only receive a credit or reimbursement for such costs to the extent determined in the Final Allocation.

2.15. **Developer's Authorized Representative**. If Developer is the constructing party, at all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 2.15.

2.16. **Acceptance of Work**. If Developer is the constructing party, prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.17. **Warranty Period**. If Developer is the constructing party, Developer shall warrant the quality of any Work performed by Developer, its agents, or contractors, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.18. **Notices**.

2.18.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.19. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.20. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.21. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.22. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.23. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.24. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.25. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Location of Offsite Improvements

C. Developer's Authorized Representative Information (Section 2.15.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.26. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.

2.27. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President
Date: 6/26/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By:

Title: City Attorney
Date: _____

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

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 Contra Costa

On this 26th day of June, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte

(Seal)

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware Limited Liability Company

By: _____

Name: John Stanek

Its: Authorized Representative

[ATTACHED]

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte

(Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION
Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

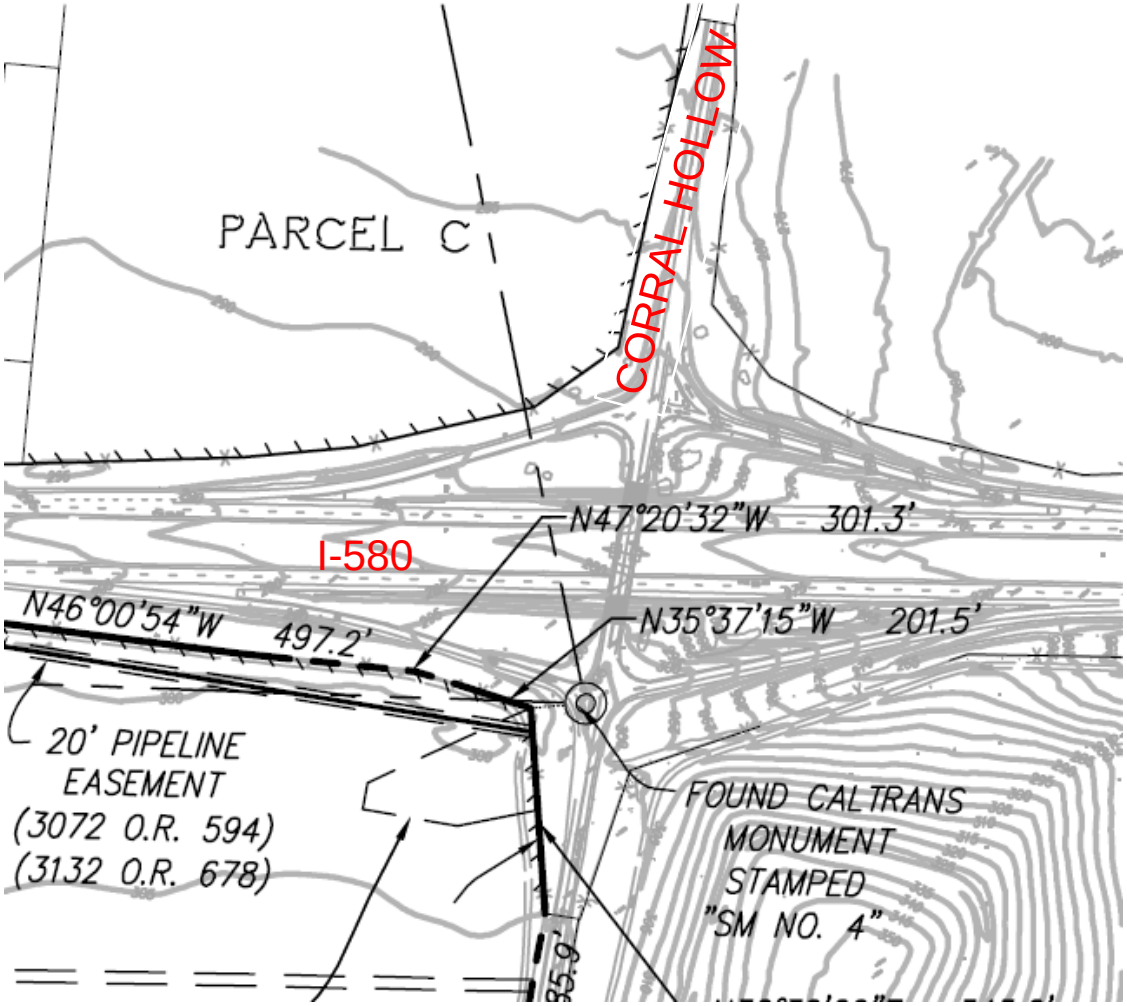
251-060-240 (portion of) and

253-040-100 (portion of)

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

EXHIBIT "B"
(Location of Offsite Improvements)

CORRAL HOLLOW ROAD AT I-580 INTERSECTION



CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2 -ZONE 5 WATER LINE ACROSS AIRPORT

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
PHASE 2 TRACY HILLS ZONE 5 WATER LINE ACROSS TRACY MUNICIPAL AIRPORT PROPERTY

This **CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS – PHASE 2 TRACY HILLS ZONE 5 WATER LINE ACROSS TRACY MUNICIPAL AIRPORT PROPERTY** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City"), on the one hand, and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by their signatures below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-

154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Pursuant to the Conditions of Approval, Developer is required to construct the Zone 5 Water Line across Tracy Municipal Airport Property (the "**Offsite Improvements**"), as more particularly depicted in **Exhibit "B"**.

F. The final plans for the Offsite Improvements have not been approved as of the Effective Date. Developer has submitted improvement plans and specifications relating to the Offsite Improvements entitled "*Improvement Plans Zone 5 Water Line Tracy Hills*" and *"Improvement Plans Zone 5 Water Line Across the Tracy Municipal Airport Property Tracy Hills"* which have been assigned tracking number ENG21-0007, which work shall be approved by the City Engineer and, upon such approval, shall constitute the "Work". The location and details of the Work will be described fully in said future improvement plans, which upon approval by the City Engineer, shall be referred to as the "Plans and Specifications". The Plans and Specifications related to ENG21-0007 will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

G. Final approval of the plans requires the consent of the Federal Aviation Administration ("**FAA Consent**"). Because approved plans for the Offsite Improvements are not available prior to approval of the Final Subdivision Map, Developer has provided to City an initial engineer's estimate of the cost of developing the Offsite Improvements and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within the Offsite Improvements and recent cost information provided in connection with development of improvements in the Tracy Hills development.

H. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition C.2.6.1, as set forth below.

I. The final plans for the outstanding work have not been approved as of the Effective Date. The plans for the Offsite Improvements, upon approval by the City Engineer after the FAA Consent, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City

Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

J. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event.**

   1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $258,456.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of the Offsite Improvements have not commenced within the time provided in Section 2.

2. **Offsite Improvement Agreement.**

   2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. Developer shall perform all Work at the locations and grades per the Plans and Specifications. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

   2.2. **Enterprise Fund Compensation**. Developer acknowledges and agrees that a portion of the Offsite Improvements are traversing Tracy Municipal Airport, which is regulated by deed restrictions and various federal regulations requiring compensation to the Tracy Municipal Airport enterprise fund ("**Enterprise Fund**") for any non-aviation improvements made on, over or under such property. City is working to obtain FAA Consent for the value owed the Enterprise Fund for the Offsite Improvements as well as prior waterline improvements made on the property (collectively, "**Enterprise Fund Compensation**"). Developer shall make a one-time payment to the City in an amount equal to the portion of the Enterprise Fund Compensation attributable to the Offsite Improvements and the existing 24" Zone 4 water line (**"Developer Enterprise Fund Payment**") within thirty (30) days

after receipt of an invoice issued to Developer for the same by City upon City's procurement of FAA Consent of the final amounts owed.

2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within 60 days after City providing Developer notice of (i) City obtaining the FAA Consent and (ii) the Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.20, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.20, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount

not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general

contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1.1.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.1.1.2. Developer abandons the Work site.

2.12.2.1.1.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.1.1.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.1.1.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.2.1.1.6. Developer fails to pay the Developer Enterprise Fund Payment within thirty days (30) of receipt of an invoice from the City.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work or pay for the Developer Enterprise Fund Payment.

2.12.3.3. Resort to any judicial remedies available to the City.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the

City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **[Intentionally Left Blank]**

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 2.18.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

2.21.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com

With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations,

representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Location of Offsite Improvements

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land**. All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____

By: Adrianne Richardson

Title: City Clerk

Date: _____

Approved As To Form:

_____

By: Bijal Patel

Title: City Attorney
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

_____

By: Bridgit Koller
Title: Vice President
Date: 6/25/24

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[ATTACHED]

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte

(Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

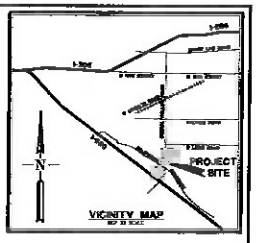
253-040-100 (portion of)

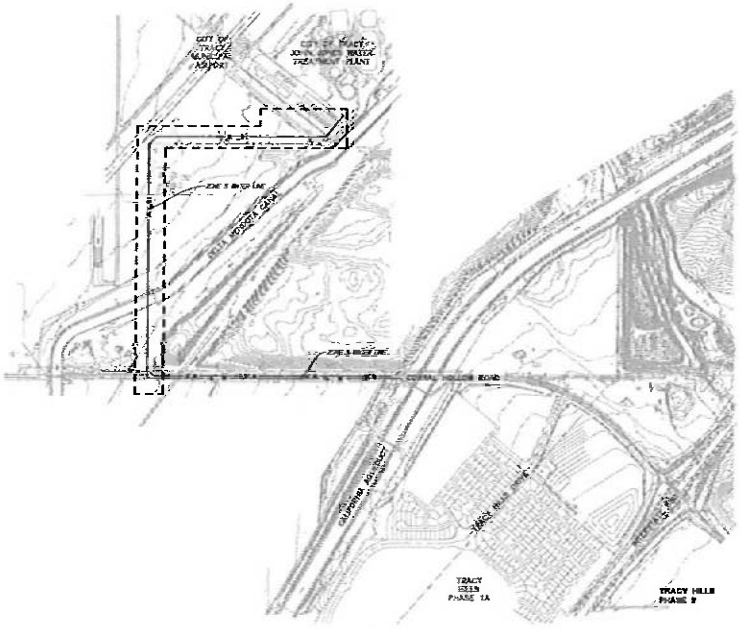
CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

EXHIBIT "B"
(Location of Offsite Improvements)

IMPROVEMENT PLANS
ZONE 5 WATER LINE
TRACY HILLS

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA





LOCATION MAP

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 CHOKE POINTS

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 CHOKE POINTS

This **OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 CHOKE POINTS** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC, is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("City Council") adopted the Tracy Hills Specific Plan ("Specific Plan") by Resolution 2016-065 and approved related land use entitlements via Resolution Nos. 2016-063, 2016-064, 2016-065, 2016-0066, and Ordinance No 1212 and also adopted that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("DA") pursuant to Ordinance No. 1213, under Application Number TSM16-001. In addition, in order to comply with the California Environmental Quality Act, the City Council certified as legally adequate a final environmental impact report and

adopted a mitigation and monitoring reporting program for the Tracy Hills Specific Plan via Resolution No. 2016-063 (the "EIR").

C. On October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("Tentative Map"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("Conditions of Approval").

E. As described Condition C.2.5.2, the development associated with the Tentative Map and other approved projects within the Corral Hollow sewer contributory area require certain "Phase 2 Choke Points Improvements" as defined in Condition C.2.5.2 (the "**Offsite Improvements**"). Condition C.2.5.2 states in part:

"In the event the City does not have adequate funding for Phase 2 Choke Points Improvements the Subdivider will contribute funding as determined by the City Engineer to cover shortfall in funding, so that the City can proceed with the construction of the improvement. Building permits will only be issued up to the available capacity in the Corral Hollow Sewer system as determined by the City Engineer. Subdivider will be eligible for fee credits and/or reimbursements in accordance with the Tracy Municipal Code."

F. The parties acknowledge and agree that the last sentence of Condition C.2.5.2 ("Subdivider will be eligible for fee credits and/or reimbursements in accordance with the Tracy Municipal Code") means the cost, as inflated, assigned to the Offsite Improvements in the 2013 Sewer Master Plan (collectively, the "**Credits/Reimbursements**").

G. The City currently estimates that the Offsite Improvements construction costs will be $10,789,233.00 (the "Engineer's Estimate").

H. As the Offsite Improvements are part of the 2013 Sewer Master Plan, the Developer has elected to construct such instead of funding the shortfall in accordance with the Tracy Municipal Code.

I. Therefore, City and Developer have agreed that Developer shall construct the Offsite Improvements as described in this Agreement and City is now prepared to move forward with the construction of the Phase 2 Choke Points Improvements (the "**Work**")

based on those certain plans prepared by West Yost entitled "Corral Hollow Sewer Capacity Upgrade: Phase 2 CIP 74165" on file with the City Engineer under Tracking Number CIP 74165 (the "**Plans and Specifications**").

J. The City currently estimates that a maximum of $4,636,557.00 of Credits/Reimbursements, as escalated through June 2023, is available for such improvements, which the City has agreed to apply towards the construction costs (the "**Maximum Reimbursement**"), which may leave a funding shortfall (the "**Funding Shortfall**"). Developer acknowledges that by constructing the Offsite Improvements, it shall not be entitled to Credits/Reimbursements beyond the Maximum Reimbursement and that the funding shortfall may exceed the Funding Shortfall.

K. Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer, if it elects to construct the Work (as defined below), must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.
2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. City shall provide all necessary easement or right-of-way required for the Work.
3. **Time Of Performance**. Time is of the essence in the performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall provide contract security in accordance with Section 8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate**").
5. **Commencement of Work.** Work shall begin within three (3) months after the City's approval of this Agreement. No later than fifteen (15) days prior to the

commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

7. **Completion of Work**. Developer shall complete all Work no later than twelve (12) months commencement of Work pursuant to Section 5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

8. **Improvement Security**. No later than thirty (30) days after the approval of this Agreement, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Engineer's Estimate:

   8.1. Faithful Performance security to secure faithful performance of this Agreement.

   8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

   8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   If contract security is not timely provided in accordance with this Section 8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 18, below, has expired, at which time the indemnification obligations under this Section 9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 9 are in addition to all other

Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 18, below.

10. Insurance. From the date the bonds are provided pursuant to Section 8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

10.1. **General**. Developer shall maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional

Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

12. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

13. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

14. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

15. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer). In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

16. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "B" attached hereto includes the initial contact information referenced in this Section 16.

17. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

18. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

19. **Reimbursement**

19.1. Within thirty (30) calendar days of City Engineer verifying that Developer has completed the Work in accordance with the Plans and Specifications, City shall reimburse Developer the dollar amount of the Maximum Reimbursement.

19.2. Developer acknowledges it shall not be entitled to any other Credits/Reimbursements for the Work cumulatively exceeding the dollar amount of the Maximum Reimbursement.

20. Default

20.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

20.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

20.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

20.2.2. Developer abandons the Work site.

20.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 20.3 below.

20.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

20.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 20.3 below.

20.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

20.3.1. Demand that Developer complete performance of the Work.

20.3.2. Demand that Developer's surety (if any) complete performance of the Work.

20.3.3. Resort to any judicial remedies available to the City.

20.3.4. For defaults of Section 8, impose the remedies described in Section 8.

21. Notices.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:

City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Description of Property (Recital A.)

    B. Developer's Authorized Representative Information (Section 16.)

    If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

29. **Obligations Run With The Land**. All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.

30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____

By: Adrianne Richardson
Title: City Clerk

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC

a California limited liability company

_____

By: Bridgit Koller
Title: Vice President
Date: 6/26/24

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 CHOKE POINTS

Approved As To Form:

_____
By: Bijal Patel

Title: City Attorney
Date: _____

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[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 Contra Costa

On this 26th day of June, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte (Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION
Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

EXHIBIT "B"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

ATTACHMENT G-1

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106024

IRREVOCABLE OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company represent that, as the owners of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants a public utility easement to THE CITY OF TRACY, A MUNICIPAL CORPORATION, over, through and under, the hereinafter described real property.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company

Grantor Signatures:

Signature

James Broderick, Authorized Representative

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of easement interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

Signature: _____

[Seal]

106122\17581512v2

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL A AS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED NOVEMBER 29, 2023 AS DOCUMENT NO. 2023-097078, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUE-1

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 269.05 FEET; THENCE ALONG SAID WESTERLY LINE SOUTH 37° 53' 03" WEST - 197.39 FEET FOR THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 37° 53' 03" WEST - 22.63 FEET;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 52° 06' 57" WEST - 10.00 FEET;
2) NORTH 37° 53' 03" EAST - 22.63 FEET;
3) SOUTH 52° 06' 57" EAST - 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-2

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 269.05 FEET; THENCE ALONG SAID WESTERLY LINE SOUTH 37° 53' 03" WEST – 232.06 FEET

EXHIBIT A

FOR THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 37° 53' 03" WEST - 22.63 FEET;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 52° 06' 57" WEST - 10.00 FEET;
2) NORTH 37° 53' 03" EAST - 22.63 FEET;
3) SOUTH 52° 06' 57" EAST - 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-3

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 942.10 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 37° 53' 03" WEST - 98.21 FEET FOR THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE SEGMENT SOUTH 37° 53' 03" WEST - 19.42 FEET;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 52° 06' 57" WEST - 8.50 FEET;
2) NORTH 37° 53' 03" EAST - 19.42 FEET;
3) SOUTH 52° 06' 57" EAST - 8.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **165 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-4

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 942.10 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 37° 53' 03" EAST - 80.38 FEET FOR THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 52° 06' 57" WEST - 8.00 FEET;
2) NORTH 37° 53' 03" EAST - 17.50 FEET;
3) SOUTH 52° 06' 57" EAST - 8.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 37° 53' 03" WEST - 17.50 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING.**

CONTAINING A LAND AREA OF **140 SQUARE FEET**, MORE OR LESS.

PUE-5

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 942.10 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 37° 53' 03" EAST - 52.45 FEET FOR THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

EXHIBIT A

1) NORTH 52° 06' 57" WEST - 8.50 FEET;
2) NORTH 37° 53' 03" EAST - 19.42 FEET;
3) SOUTH 52° 06' 57" EAST - 8.50 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 37° 53' 03" WEST - 19.42 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **165 SQUARE FEET**, MORE OR LESS.

PUE-6

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 16° 34' 16" EAST - 282.68 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 16° 34' 16" EAST – 68.58 FEET FOR THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 73° 25' 44" WEST - 10.00 FEET;
2) NORTH 16° 34' 16" EAST - 22.63 FEET;
3) SOUTH 73° 25' 44" EAST - 10.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 16° 34' 16" WEST - 22.63 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-7

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 16° 34' 16" EAST - 282.68 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 16° 34' 16" EAST - 32.82 FEET FOR THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 73° 25' 44" WEST - 10.00 FEET;
2) NORTH 16° 34' 16" EAST - 22.63 FEET;
3) SOUTH 73° 25' 44" EAST - 10.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 16° 34' 16" WEST - 22.63 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-8

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF STANEK AVENUE LABELED AS NORTH 16° 34' 16" EAST - 74.99 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 16° 34' 16" EAST - 22.32 FEET FOR THE **POINT OF BEGINNING**; THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 73° 25' 44" WEST - 10.00 FEET;

EXHIBIT A

2) NORTH 16° 34' 16" EAST - 22.63 FEET;

3) SOUTH 73° 25' 44" EAST - 10.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 16° 34' 16" WEST - 22.63 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING.**

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-9

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF STANEK AVENUE LABELED AS NORTH 16° 34' 16" EAST - 74.99 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 16° 34' 16" EAST - 58.08 FEET FOR THE **POINT OF BEGINNING**; THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 73° 28' 16" WEST 10.00 FEET;

2) NORTH 16° 31' 44" EAST 22.64 FEET;

3) SOUTH 73° 25' 44" EAST 10.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE, HEREAFTER REFFERED TO AS "**POINT A**", SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 73° 45' 44" WEST;

THENCE SOUTHERLY, ALONG SAID WEST LINE OF STANEK AVENUE FOR THE FOLLOWING TWO (2) COURSES:

EXHIBIT A

1) IN A SOUTHERLY DIRECTION 5.71 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 00° 20' 00";
2) SOUTH 16° 34' 16" WEST 16.91 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-10

COMMENCING AT SAID "**POINT A**", SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 73° 45' 44" WEST; THENCE NORTHERLY, 25.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 1° 28' 17" TO THE **POINT OF BEGINNING** HEREOF;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 75° 45' 28" WEST, 9.00 FEET;
2) NORTH 14° 19' 23", 19.42 FEET;
3) SOUTH 75° 45' 28" EAST, 9.00 FEET TO A POINT ON THE WEST LINE OF STANEK AVENUE, HEREAFTER REFERRED TO AS "**POINT B**", SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 75° 37' 46" EAST;

THENCE ALONG THE WEST LINE OF STANEK AVENUE FOR THE FOLLOWING TWO (2) COURSES:

EXHIBIT A

1) IN A SOUTHERLY DIRECTION, 6.43 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 00° 21' 44" FOR THE BEGINNING OF A REVERSE CURVE, THE CENTER OF WHICH BEARS NORTH 75° 59' 29" WEST;
2) IN A SOUTHERLY DIRECTION, 12.99 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 00° 45' 28" TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **175 SQUARE FEET**, MORE OR LESS.

PUE-11

COMMENCING AT SAID "**POINT B**", SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 75° 37' 46" EAST;

THENCE NORTHERLY, 8.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 0° 29' 34" TO THE **POINT OF BEGINNING** HEREOF;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 74° 37' 37" WEST 8.54 FEET;
2) NORTH 15° 21' 22" EAST 17.50 FEET;
3) SOUTH 74° 37' 37" EAST 8.54 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 74° 09' 06" EAST;

EXHIBIT A

IN A SOUTHERLY DIRECTION, 17.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 00° 59' 06" TO THE **POINT OF BEGINNING**

CONTAINING A LAND AREA OF **149 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART THEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

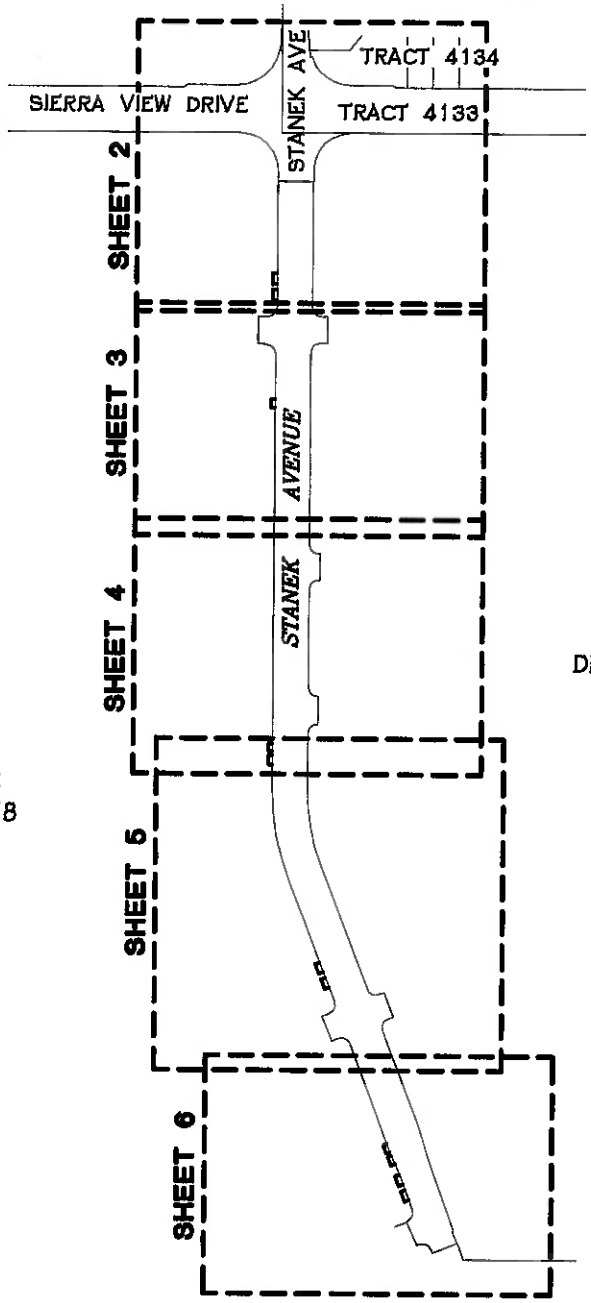
Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:53:41 -07'00'



SCOTT A. SHORTLIDGE _____ DATE _____

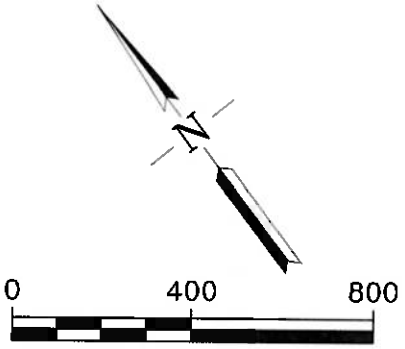
EXHIBIT B
PLAT



MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



1 inch = 400 ft.

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:53:01 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

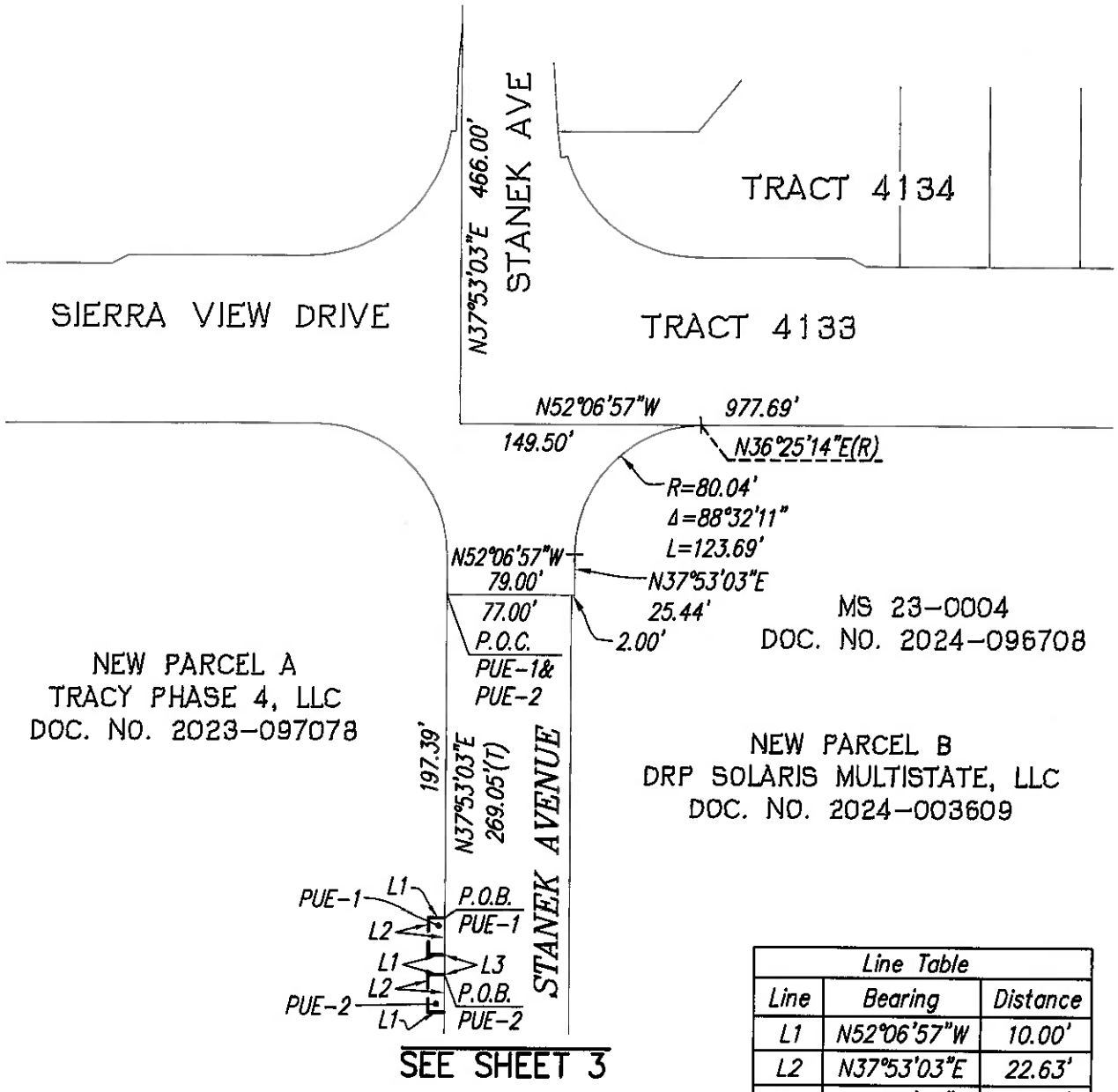
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 6

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 400'	2-20-2024	201068VTM

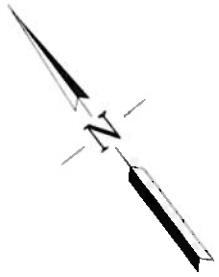
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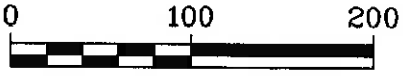


Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	10.00'
L2	N37°53'03"E	22.63'
L3	N37°53'03"E	12.04'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL





1 inch = 100 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

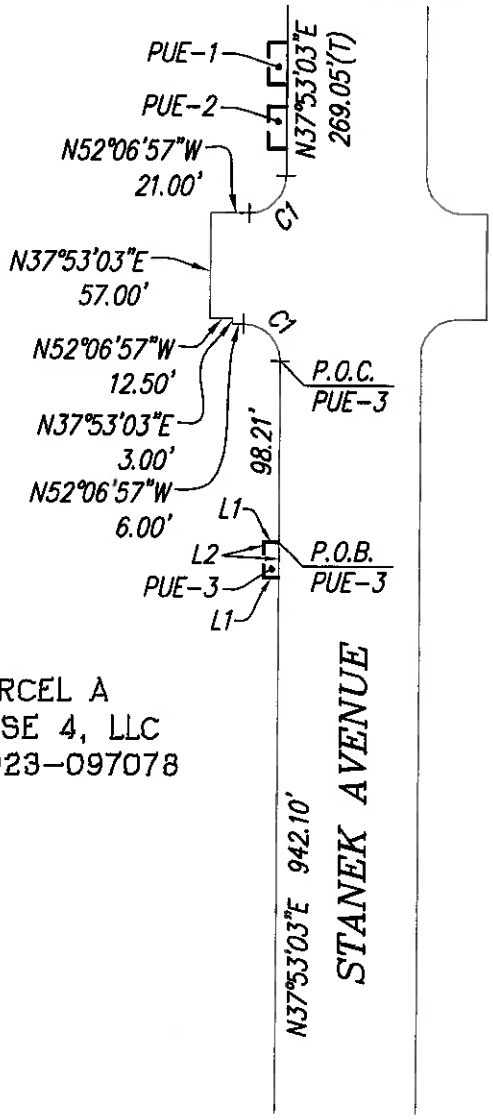
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
1" = 100'	2-20-2024	201068VTM

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SEE SHEET 2



Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	8.50'
L2	N37°53'03"E	19.42'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

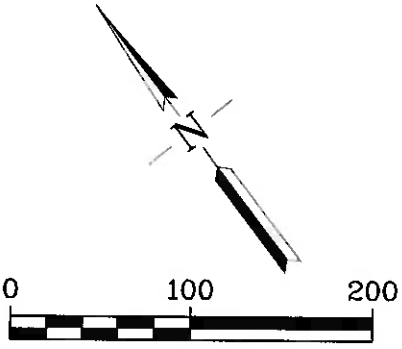
MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

SEE SHEET 4

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL



1 inch = 100 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
1" = 100'	2-20-2024	201068VTM

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SEE SHEET 3

Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	8.50'
L2	N37°53'03"E	19.42'
L3	N52°06'57"W	8.00'
L4	N37°53'03"E	17.50'
L5	N37°53'03"E	8.51'

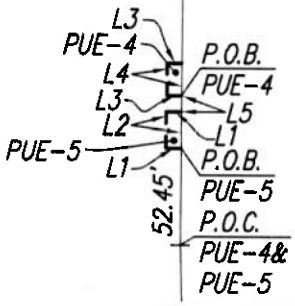
NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

MS 23-0004
DOC. NO. 2024-096708

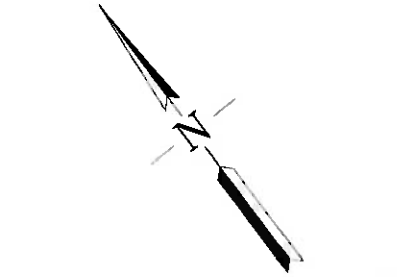
NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

STANEK AVENUE

N37°53'03"E 942.10'



SEE SHEET 5



1 inch = 100 ft.

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL

EXHIBIT B

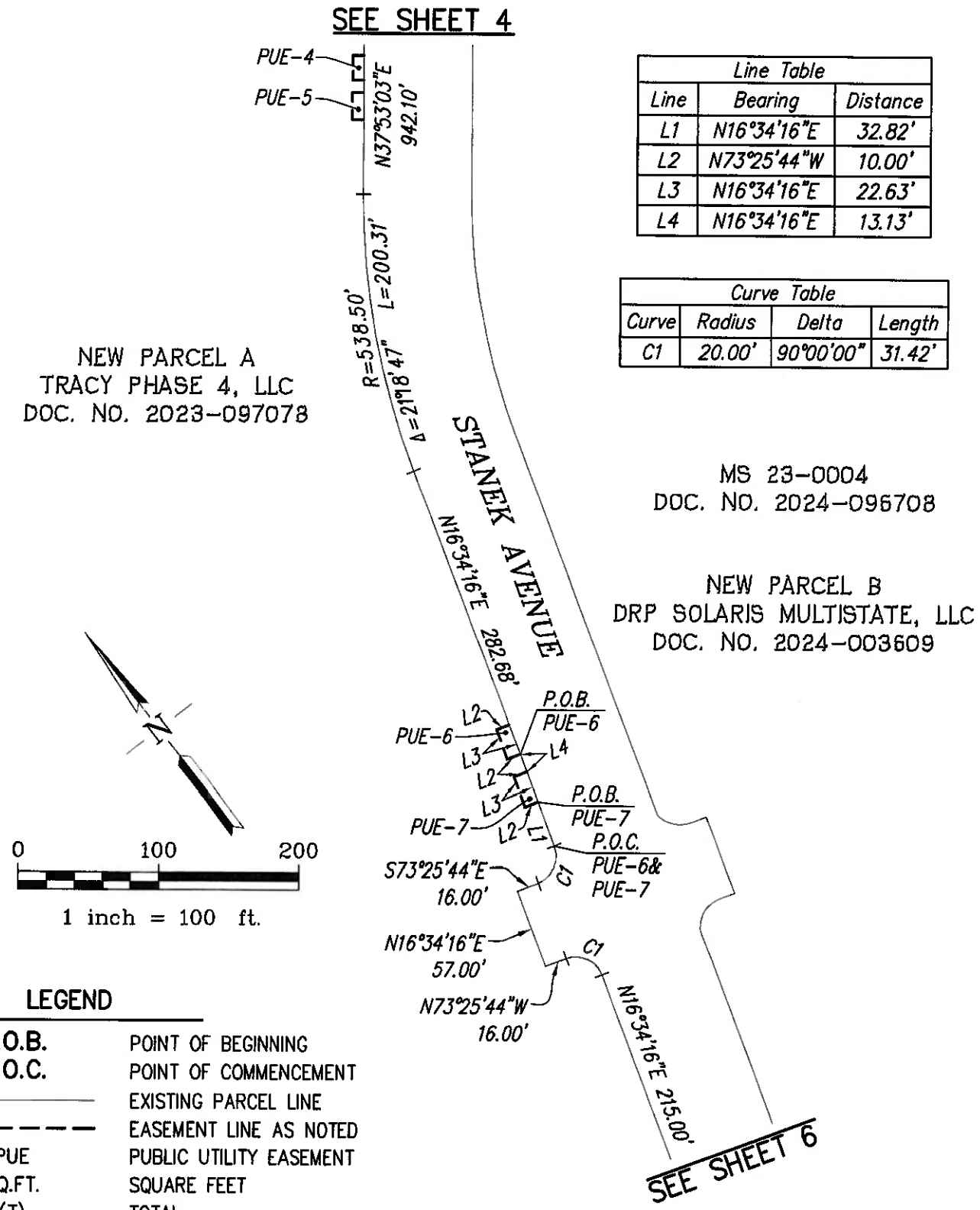
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
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Line Table		
Line	Bearing	Distance
L1	N16°34'16"E	32.82'
L2	N73°25'44"W	10.00'
L3	N16°34'16"E	22.63'
L4	N16°34'16"E	13.13'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

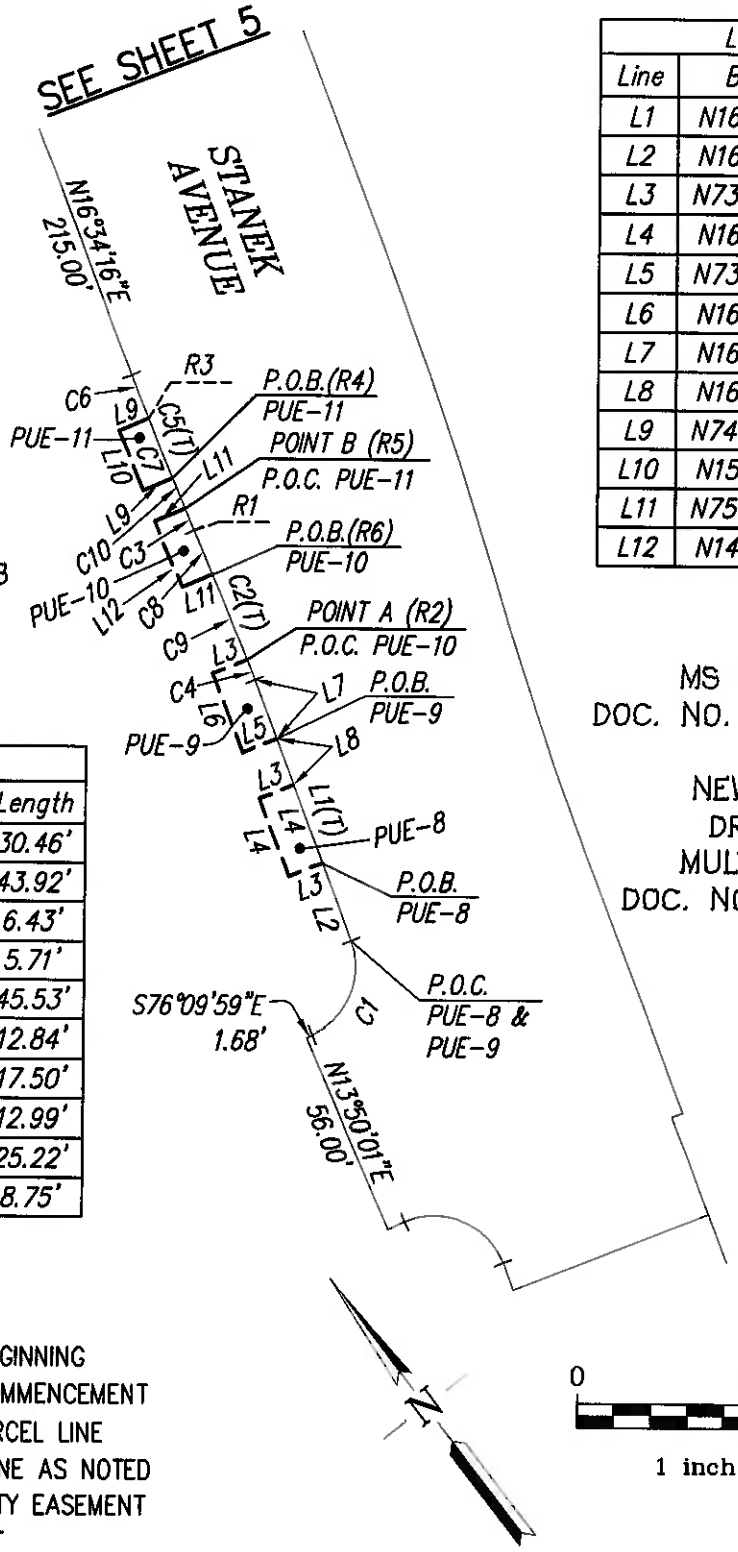
SHEET 5 OF 6

RJA
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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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SCALE:	DATE:	JOB NO.:
1" = 100'	2-20-2024	201068VTM

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Radial Bearing Table	
No.	Bearing
R1	N75°59'29"W
R2	N73°45'44"W
R3	N74°09'06"W
R4	N75°08'12"W
R5	N75°37'46"W
R6	N75°14'01"W



Line Table		
Line	Bearing	Distance
L1	N16°34'16"E	74.99'
L2	N16°34'16"E	22.32'
L3	N73°25'44"W	10.00'
L4	N16°34'16"E	22.63'
L5	N73°28'16"W	10.00'
L6	N16°31'44"E	22.64'
L7	N16°34'16"E	16.91'
L8	N16°34'16"E	13.13'
L9	N74°37'37"W	8.54'
L10	N15°21'22"E	17.50'
L11	N75°45'28"W	9.00'
L12	N14°19'23"E	19.42'

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL B
DRP SOLARIS
MULTISTATE, LLC
DOC. NO. 2024-003609

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	87°15'46"	30.46'
C2	982.00'	2°33'45"	43.92'
C3	1018.00'	0°21'44"	6.43'
C4	982.00'	0°20'00"	5.71'
C5	1018.00'	2°33'45"	45.53'
C6	1018.00'	0°43'22"	12.84'
C7	1018.00'	0°59'06"	17.50'
C8	982.00'	0°45'28"	12.99'
C9	982.00'	1°28'17"	25.22'
C10	1018.00'	0°29'34"	8.75'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
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Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APN: a portion of 25106024

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company represe nt that,as the owner of the herein-described real property (in the case of multiple owners,collectively referred to as "Grantor"), Grantor hereby makes an Irrevocabl e Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this 9th day of May, 2024
Corporation/Business Name: DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company

Grantor Signatures:

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: _____

Name: Houdin Honarvar
Its: Authorized Signatory

* *Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required*
Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

State of New York)
) ss.:
County of New York)

On the 9th day of April in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual~~(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 capacity(ies), and that by his/her/their signature~~(s)~~ on the instrument, the individual(s), or the person upon behalf of which the individual~~(s)~~ acted, executed the instrument.

(Signature and office of individual taking acknowledgment.)

MILA JANETTE SUNIO
Notary Public - State of New York
NO. 01SU6431449
Qualified in New York County
My Commission Expires Apr 4, 2026

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS DESCRIBED IN THE GRANT DEED TO DRP SOLARIS MULTISTATE, LLC, RECORDED ON JANUARY 12, 2024 UNDER DOCUMENT NO. 2024-003609, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A WESTERLY CORNER OF NEW PARCEL B, SAID CORNER BEING THE NORTHERLY TERMINUS OF A COURSE LABELED NORTH 37° 53' 03" EAST 292.50 FEET; THENCE SOUTHERLY ALONG SAID LINE, SOUTH 37° 53' 03" WEST 23.45 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL B THE FOLLOWING THIRTY-FOUR (34) COURSES:

1) SOUTH 52° 06' 57" EAST - 77.00 FEET
2) SOUTH 37° 53' 03" WEST - 269.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
3) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
4) SOUTH 52° 06' 57" EAST - 13.50 FEET;
5) SOUTH 37° 53' 03" WEST - 57.00 FEET;
6) NORTH 52° 06' 57" WEST - 16.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

EXHIBIT A

7) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
8) SOUTH 37° 53' 03" WEST - 417.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
9) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
10) SOUTH 52° 06' 57" EAST - 4.50 FEET;
11) SOUTH 37° 53' 03" WEST - 57.00 FEET;
12) NORTH 52° 06' 57" WEST - 4.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
13) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
14) SOUTH 37° 53' 03" WEST - 212.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT
15) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
16) SOUTH 52° 06' 57" EAST - 2.00 FEET;
17) SOUTH 37° 53' 03" WEST - 60.00 FEET;

EXHIBIT A

18) NORTH 52° 06' 57" WEST - 2.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

19) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 119.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

21) IN A SOUTHWESTERLY DIRECTION 171.67 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 461.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

22) SOUTH 16° 34' 16" WEST - 289.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 78° 12' 48" EAST;

23) IN A SOUTHEASTERLY DIRECTION 26.90 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 61° 38' 33";

24) SOUTH 73° 25' 44" EAST - 10.00 FEET;

25) SOUTH 16° 34' 16" WEST - 57.00 FEET;

26) NORTH 73° 25' 44" WEST - 12.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

27) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

EXHIBIT A

28) SOUTH 16° 34' 16" WEST - 215.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT

29) IN A SOUTHERLY DIRECTION 84.78 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1013.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 47' 42" FOR THE BEGINNING OF A REVERSE CURVE, THE CENTER OF WHICH BEARS SOUTH 68° 38' 02" EAST;

30) IN A SOUTHERLY DIRECTION 82.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 987.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 47' 42";

31) SOUTH 16° 34' 16" WEST - 72.76 FEET;

32) NORTH 73° 25' 44" WEST - 3.00 FEET;

33) SOUTH 16° 34' 16" WEST - 27.94 FEET;

34) NORTH 73° 25' 44" WEST - 57.00 FEET TO THE WEST LINE OF SAID NEW PARCEL B;

THENCE NORTHERLY ALONG SAID WEST LINE FOR THE FOLLOWING TWENTY-SIX (26) COURSES:

1) NORTH 16° 34' 16" EAST - 7.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

2) IN A NORTHERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

3) NORTH 76° 09' 59" WEST - 5.10 FEET;

EXHIBIT A

4) NORTH 13° 50' 01" EAST - 56.00 FEET;

5) SOUTH 76° 09' 59" EAST - 1.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

6) IN A NORTHEASTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

7) NORTH 16° 34' 16" EAST - 74.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

8) IN A NORTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" TO THE BEGINNING OF A REVERSE CURVE FROM WHICH THE CENTER BEARS SOUTH 75° 59' 29" EAST;

9) IN A NORTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

10) NORTH 16° 34' 16" EAST - 215.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

11) IN A NORTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

12) NORTH 73° 25' 44" WEST - 16.00 FEET;

13) NORTH 16° 34' 16" EAST - 57.00 FEET;

EXHIBIT A

14) SOUTH 73° 25' 44" EAST - 16.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT

15) IN A NORTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

16) NORTH 16° 34' 16" EAST - 282.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A NORTHEASTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

18) NORTH 37° 53' 03" EAST - 942.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT

19) IN A NORTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) NORTH 52° 06' 57" WEST - 6.00 FEET;

21) NORTH 37° 53' 03" EAST - 3.00 FEET;

22) NORTH 52° 06' 57" WEST - 12.50 FEET;

23) NORTH 37° 53' 03" EAST - 57.00 FEET;

24) SOUTH 52° 06' 57" EAST - 21.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

EXHIBIT A

25) IN AN EASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

26) NORTH 37° 53' 03" EAST - 269.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **192,855 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B – PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART THEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

Scott Shortlidge

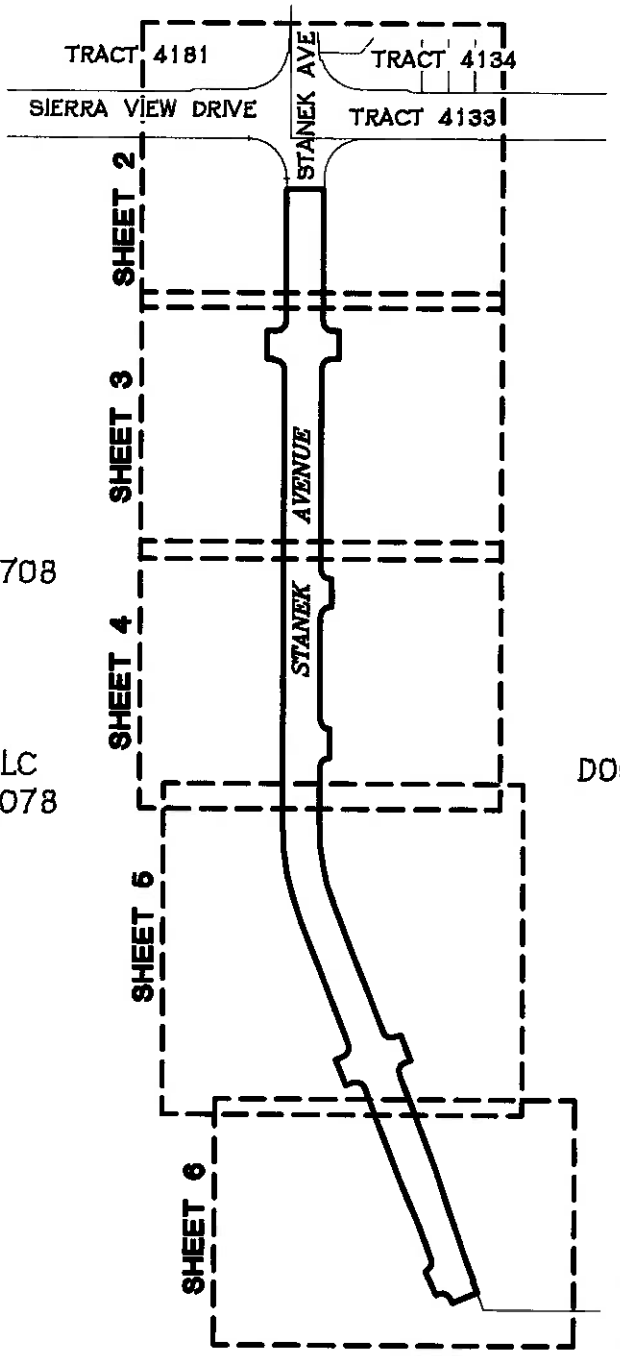
Digitally signed by Scott Shortlidge
Date: 2024.05.03 12:24:35 -07'00'



SCOTT A. SHORTLIDGE

DATE

EXHIBIT B
PLAT



MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

TRACT 4182

NEW PARCEL B
DRP SOLARIS
MULTISTATE, LLC
DOC. NO. 2024-003609

N

0 400 800

1 inch = 400 ft.

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:51:33 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

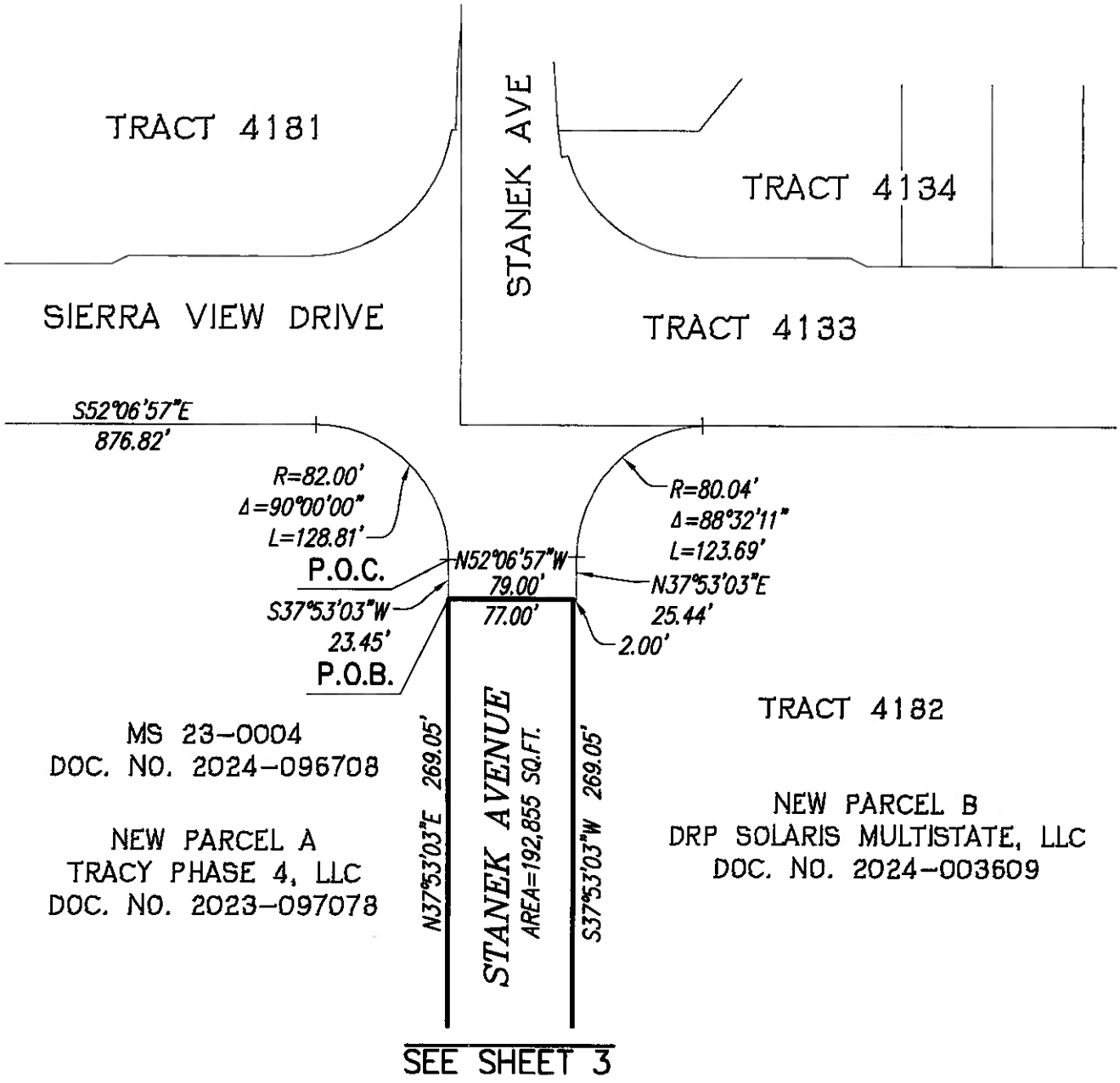
EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION IRREVOCABLE OFFER OF DEDICATION FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

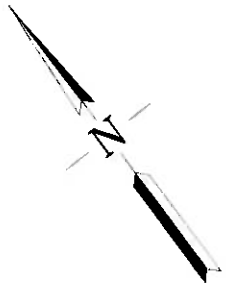
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 400'	2-22-2024	201068VTM



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET



0 100 200

1 inch = 100 ft.

EXHIBIT B

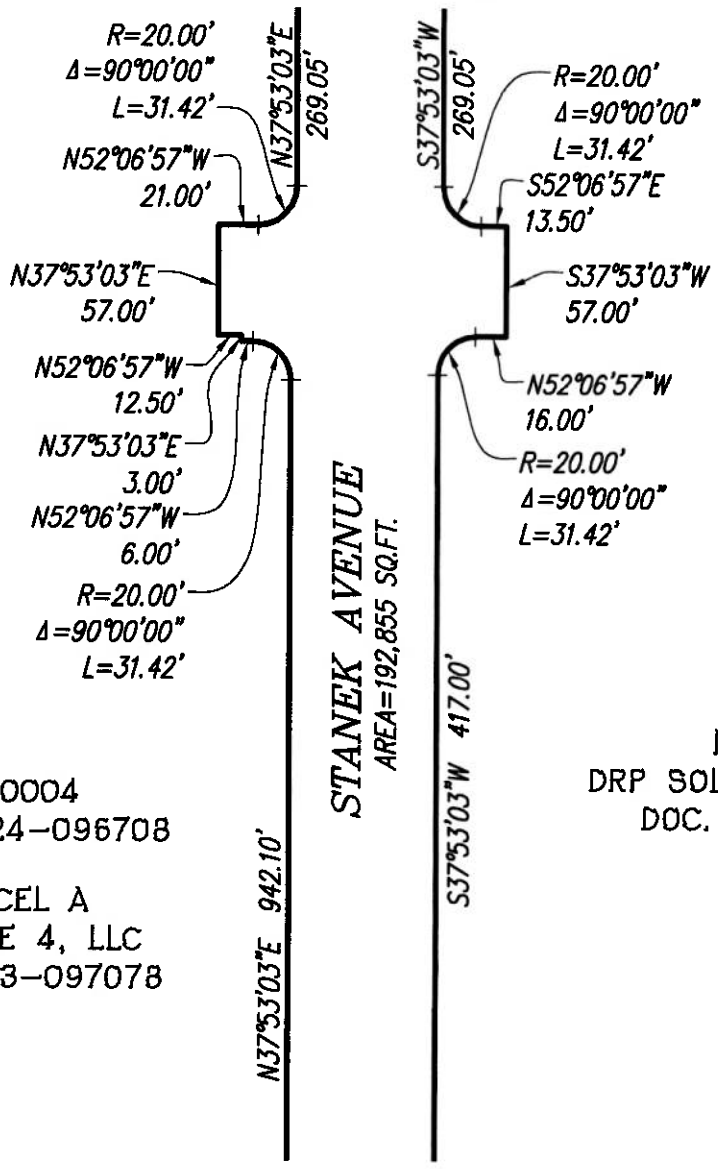
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM

SEE SHEET 2



MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

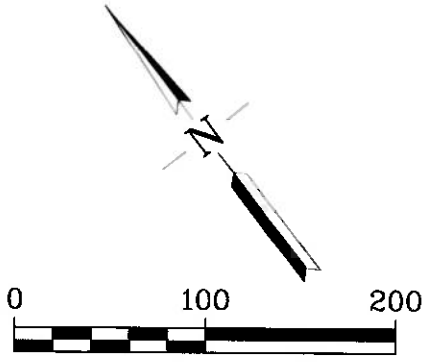
TRACT 4182

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

SEE SHEET 4

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET



1 inch = 100 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM

SEE SHEET 3

MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

N37°53'03"E 942.10'

STANEK AVENUE
AREA=192,855 SQ.FT.

S37°53'03"W 417.00'

R=20.00'
Δ=90°00'00"
L=31.42'

S52°06'57"E
4.50'

S37°53'03"W
57.00'

N52°06'57"W
4.50'

R=20.00'
Δ=90°00'00"
L=31.42'

S37°53'03"W 212.00'

R=20.00'
Δ=90°00'00"
L=31.42'

S52°06'57"E
2.00'

S37°53'03"W
60.00'

N52°06'57"W
2.00'

R=20.00'
Δ=90°00'00"
L=31.42'

S37°53'03"W 119.10'

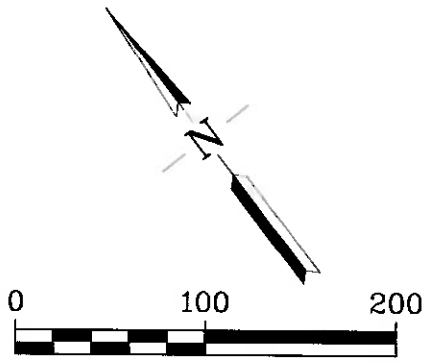
TRACT 4182

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

SEE SHEET 5

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET



1 inch = 100 ft.

EXHIBIT B

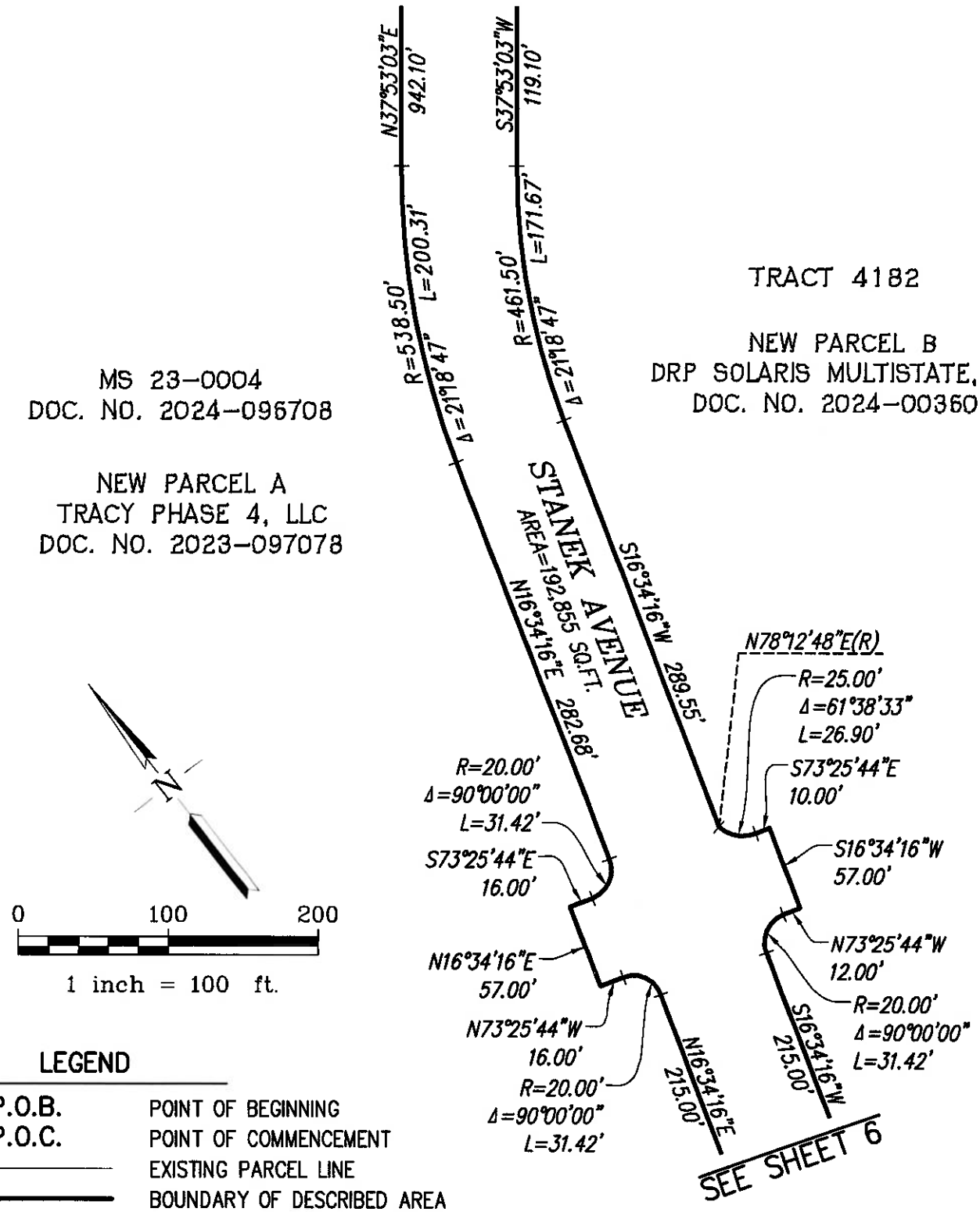
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM

SEE SHEET 4



SEE SHEET 6

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET

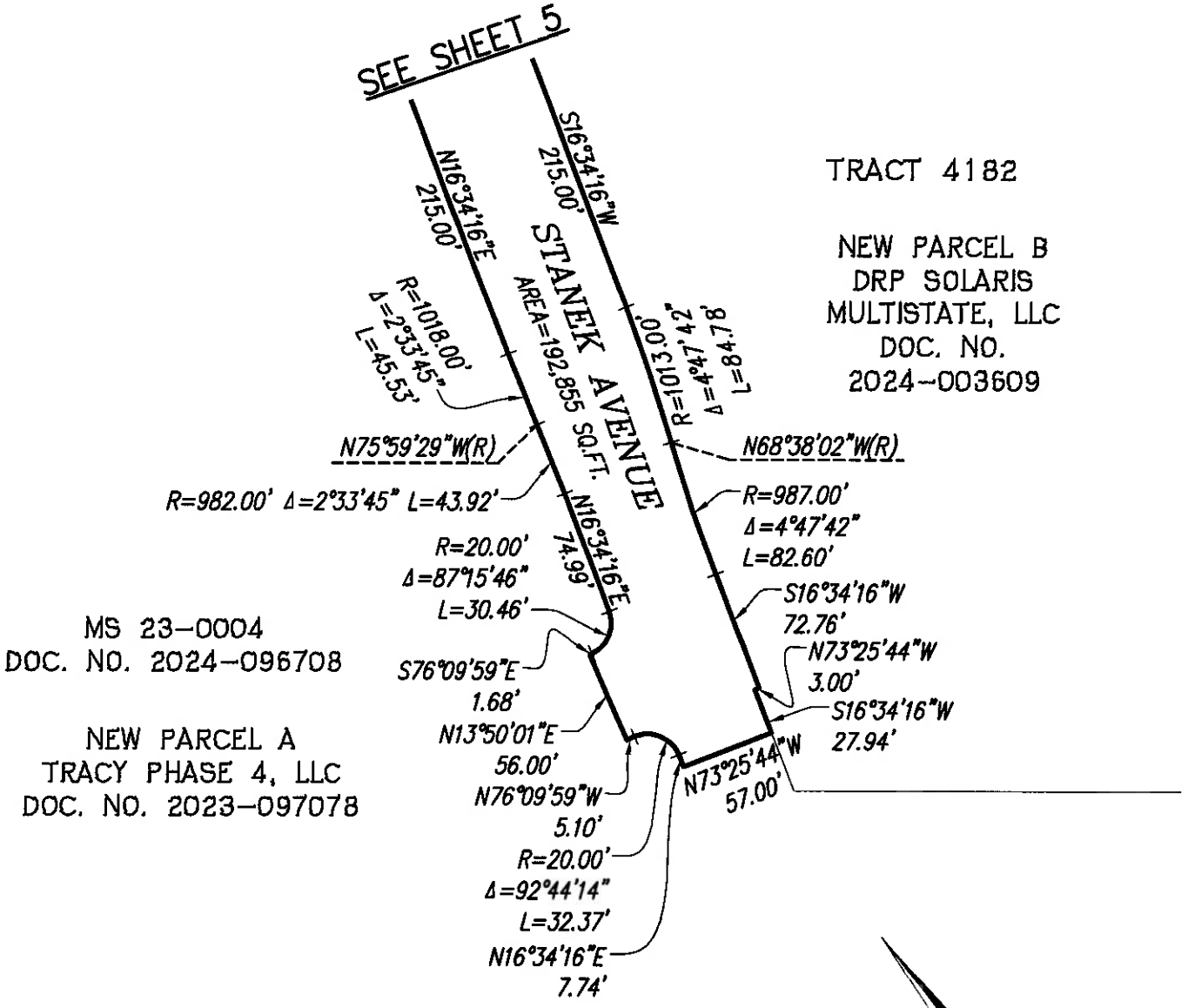
EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM

ATTACHMENT G-3

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106031,
25106033, and 25106024

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC a Delaware limited liability company re present that, as the owners of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this _____ day of _____, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

_____

By: James Broderick
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: _____

Name: _____
Its: Authorized Signatory

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership-signature of a partner required Sole Proprietorship-signature of proprietor required LLC–signature of proprietor or partner required

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106031,
25106033, and 25106024

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC a Delaware limited liability company re present that, as the owners of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this 9th day of May, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

By: _____
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: Houdin Honarvar

Name: Houdin Honarvar
Its: Authorized Signatory

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership-signature of a partner required Sole Proprietorship-signature of proprietor required LLC–signature of proprietor or partner required

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

(Notary Acknowledgment Required for Each signatory)

State of New York)
) ss.:
County of New York)

On the 9th day of April in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment.)

MILA JANETTE SUNIO
Notary Public - State of New York
NO. 01SU6431449
Qualified in New York County
My Commission Expires Apr 4, 2026

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL A AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED NOVEMBER 29, 2023 AS **DOCUMENT NO. 2023-097078**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF SAID NEW PARCEL A, SAID CORNER BEING AT THE SOUTHWESTERLY TERMINUS OF A COURSE LABELED AS HAVING A BEARING OF NORTH 37° 53' 03" EAST; 208.00 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A THE FOLLOWING FIFTY-ONE (51) COURSES:

1) NORTH 52° 06' 57" WEST 97.81 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
2) IN A NORTHWESTERLY DIRECTION 43.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 30' 44" FOR THE BEGINNING OF A REVERSE CURVE;
3) IN A NORTHWESTERLY DIRECTION 43.68 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 30' 44";
4) NORTH 52° 06' 57" WEST 519.73 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
5) IN A WESTERLY DIRECTION 164.92 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 105.00 FEET AND THROUGH A CENTRAL ANGLE OF 89° 59' 33";
6) SOUTH 37° 53' 30" WEST 15.51 FEET;
7) NORTH 53° 56' 20" WEST 4.98 FEET;
8) SOUTH 37° 53' 03" WEST 18.20 FEET;
9) NORTH 52° 06' 57" WEST 57.00 FEET;
10) NORTH 37° 53' 03" EAST 18.20 FEET;

EXHIBIT A

11) NORTH 50° 12' 56" WEST 5.02 FEET;

12) NORTH 37° 53' 30" EAST 7.17 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

13) IN A NORTHERLY DIRECTION 162.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 95.00 FEET AND THROUGH A CENTRAL ANGLE OF 98° 00' 19" FOR THE BEGINNING OF A REVERSE CURVE;

14) IN A NORTHWESTERLY DIRECTION 154.60 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1107.50 FEET AND THROUGH A CENTRAL ANGLE OF 07° 59' 52";

15) NORTH 52° 06' 57" WEST 362.67 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

16) IN A NORTHERLY DIRECTION 43.68 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 30' 44" FOR THE BEGINNING OF A REVERSE CURVE;

17) IN A NORTHERLY DIRECTION 43.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 30' 44";

18) NORTH 52° 06' 57" WEST 1039.34 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

19) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 52' 55" WEST 11.00 FEET;

21) NORTH 52° 07' 05" WEST 66.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 52° 06' 57" WEST;

22) IN A NORTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

23) NORTH 52° 06' 57" WEST 21.54 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A NORTHWESTERLY DIRECTION 117.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1044.50 FEET AND THROUGH A CENTRAL ANGLE OF 06° 26' 16";

25) NORTH 45° 40' 41" WEST 58.02 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A NORTHERLY DIRECTION 47.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 807.50 FEET AND THROUGH A CENTRAL ANGLE OF 03° 21' 43" FOR THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT;

27) IN A NORTHERLY DIRECTION 58.97 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 270.50 FEET AND THROUGH A CENTRAL ANGLE OF 12° 29' 28";

28) NORTH 29° 49' 29" WEST 56.92 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

29) IN A NORTHERLY DIRECTION 13.26 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 229.50 FEET AND THROUGH A CENTRAL ANGLE OF 03° 18' 35" FOR THE BEGINNING OF A REVERSE CURVE;

30) IN A NORTHERLY DIRECTION 132.45 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 796.50 FEET AND THROUGH A CENTRAL ANGLE OF 09° 31' 39";

31) NORTH 23° 36' 24" WEST 22.38 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A NORTHERLY DIRECTION 2.62 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 796.50 FEET AND THROUGH A CENTRAL ANGLE OF 00° 11' 19";

33) NORTH 49° 13' 03" WEST 35.69 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 68° 50' 51" EAST;

34) IN A NORTHERLY DIRECTION 58.97 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 812.67 FEET AND THROUGH A CENTRAL ANGLE OF 04° 09' 27";

35) NORTH 11° 03' 53" EAST 35.69 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 75° 16' 18" EAST;

36) IN A NORTHERLY DIRECTION 18.39 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 796.50 FEET AND THROUGH A CENTRAL ANGLE OF 01° 19' 22" FOR THE BEGINNING OF A REVERSE CURVE;

37) IN A NORTHWESTERLY DIRECTION 29.00 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 83° 05' 28";

38) SOUTH 83° 30' 11" WEST 5.91 FEET;

39) NORTH 06° 29' 49" WEST 64.92 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 23° 57' 18" WEST;

40) IN A NORTHEASTERLY DIRECTION 25.18 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 72° 08' 21" FOR THE BEGINNING OR A REVERSE CURVE;

41) IN A NORTHERLY DIRECTION 242.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 802.50 FEET AND THROUGH A CENTRAL ANGLE OF 17° 20' 28";

42) NORTH 11° 14' 50" EAST 27.72 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

43) IN A NORTHERLY DIRECTION 44.32 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 315.50 FEET AND THROUGH A CENTRAL ANGLE OF 08° 02' 56";

44) NORTH 19° 17' 45" EAST 36.35 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

45) IN A NORTHERLY DIRECTION 39.97 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 284.50 FEET AND THROUGH A CENTRAL ANGLE OF 08° 02' 56";

46) NORTH 11° 14' 50" EAST 362.66 FEET;

47) SOUTH 78° 45' 10" EAST 15.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 78° 45' 10" EAST
48) IN A NORTHEASTERLY DIRECTION 277.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 512.50 FEET AND THROUGH A CENTRAL ANGLE OF 31° 03' 21" FOR THE BEGINNING OF A REVERSE CURVE;
49) IN A NORTHEASTERLY DIRECTION 175.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 487.50 FEET AND THROUGH A CENTRAL ANGLE OF 20° 39' 37";
50) NORTH 20° 29' 33" EAST 44.94 FEET;
51) NORTH 17° 52' 10" EAST 26.51 FEET TO THE NORTH LINE OF NEW PARCEL A;

THENCE ALONG SAID NORTH LINE, SOUTH 49° 48' 21" EAST 42.70 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1) IN A SOUTHERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 72° 53' 24" WEST, 49.72 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 929.34 FEET AND THROUGH A CENTRAL ANGLE OF 03° 03' 54";
2) SOUTH 65° 45' 28" WEST 2.83 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 69° 01' 26" WEST;
3) IN A SOUTHWESTERLY DIRECTION 154.28 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 526.00 FEET AND THROUGH A CENTRAL ANGLE OF 16° 48' 20" FOR THE BEGINNING OF A REVERSE CURVE;
4) IN A SOUTHWESTERLY DIRECTION 174.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 474.00 FEET AND THROUGH A CENTRAL ANGLE OF 21° 05' 59" FOR THE BEGINNING OF A COMPOUND CURVE;

EXHIBIT A

5) IN A SOUTHERLY DIRECTION 33.87 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 245.00 FEET AND THROUGH A CENTRAL ANGLE OF 07° 55' 15" FOR THE BEGINNING OF A REVERSE CURVE;
6) IN A SOUTHERLY DIRECTION 11.06 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 29' 10";
7) SOUTH 11° 14' 50" WEST 24.69 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
8) IN A SOUTHERLY DIRECTION 21.29 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 95.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 50' 19" FOR THE BEGINNING OF A REVERSE CURVE;
9) IN A SOUTHERLY DIRECTION 23.53 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 50' 19";
10) SOUTH 11° 14' 50" WEST 491.01 FEET;
11) SOUTH 16° 16' 39" EAST 35.21 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 79° 45' 18" EAST;
12) IN A SOUTHERLY DIRECTION 55.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 677.33 FEET AND THROUGH A CENTRAL ANGLE OF 04° 39' 22";
13) SOUTH 31° 47' 42" WEST 35.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 87° 00' 23" EAST;
14) IN A SOUTHERLY DIRECTION 321.97 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 693.50 FEET AND THROUGH A CENTRAL ANGLE OF 26° 36' 02";
15) SOUTH 23° 36' 24" EAST 22.38 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
16) IN A SOUTHEASTERLY DIRECTION 267.15 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 693.50 FEET AND THROUGH A CENTRAL ANGLE OF 22° 04' 17";

EXHIBIT A

17) SOUTH 45° 40' 41" EAST 58.02 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
18) IN A SOUTHEASTERLY DIRECTION 104.55 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 930.50 FEET AND THROUGH A CENTRAL ANGLE OF 06° 26' 16";
19) SOUTH 52° 06' 57" EAST 26.04 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
20) IN AN EASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
21) NORTH 37° 53' 03" EAST 5.50 FEET;
22) SOUTH 52° 06' 57" EAST 57.77 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 68° 04' 41" EAST;
23) IN A SOUTHERLY DIRECTION 25.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 74° 02' 17";
24) SOUTH 52° 06' 56" EAST 65.49 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
25) IN A SOUTHEASTERLY DIRECTION 45.09 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 320.50 FEET AND THROUGH A CENTRAL ANGLE OF 08° 03' 41";
26) SOUTH 44° 03' 16" EAST 36.16 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
27) IN A SOUTHEASTERLY DIRECTION 39.32 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 279.50 FEET AND THROUGH A CENTRAL ANGLE OF 08° 03' 41";
28) SOUTH 52° 06' 57" EAST 186.43 FEET;
29) SOUTH 25° 33' 03" EAST 11.18 FEET;
30) SOUTH 52° 06' 57" EAST 1111.31 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

EXHIBIT A

31) IN A SOUTHEASTERLY DIRECTION 61.13 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET AND THROUGH A CENTRAL ANGLE OF 03° 30' 09";
32) SOUTH 82° 24' 42" EAST 11.20 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 33° 48' 21" EAST;
33) IN A SOUTHEASTERLY DIRECTION 121.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 995.00 FEET AND THROUGH A CENTRAL ANGLE OF 07° 00' 09" FOR THE BEGINNING OF A COMPOUND CURVE;
34) IN AN EASTERLY DIRECTION 111.99 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET AND THROUGH A CENTRAL ANGLE OF 75° 29' 08";
35) SOUTH 51° 02' 52" EAST 73.27 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 55° 32' 58" EAST;
36) IN A SOUTHERLY DIRECTION 113.32 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET AND THROUGH A CENTRAL ANGLE OF 86° 33' 59";
37) SOUTH 52° 06' 57" EAST, 730.64 FEET TO THE EAST LINE OF SAID NEW PARCEL A;

THENCE SOUTH 37° 53' 03" WEST, 98.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **496,721 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

EXHIBIT A

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:



Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:24:16 -07'00'

DATE

SCOTT A. SHORTLIDGE

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO DRP SOLARIS MULTISTATE, LLC, RECORDED ON JANUARY 12, 2024 AS **DOCUMENT NO. 2024-003609**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A WESTERLY CORNER OF SAID NEW PARCEL B, SAID CORNER BEING AT THE SOUTHWESTERLY TERMINUS OF A COURSE LABELED AS HAVING A BEARING OF NORTH 37° 53' 03" EAST, 208.00 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WEST LINE, NORTH 37° 53' 03" EAST, 98.00 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 52° 06' 57" EAST, 751.77 FEET;
2) SOUTH 78° 40' 51" EAST 11.18 FEET;
3) SOUTH 52° 06' 57" EAST 109.56 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
4) IN AN EASTERLY DIRECTION 127.58 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET AND THROUGH A CENTRAL ANGLE OF 81° 13' 11";
5) SOUTH 52° 06' 57" EAST 2.63 FEET;
6) NORTH 39° 17' 06" EAST 38.19 FEET;
7) NORTH 43° 34' 46" EAST 25.13 FEET TO THE SOUTH LINE OF SAID NEW PARCEL B;

EXHIBIT A

THENCE ALONG THE SOUTH LINES OF SAID NEW PARCEL B FOR THE FOLOOWING EIGHT (8) COURSES:

1) SOUTH 37° 53' 03" WEST 242.45 FEET;
2) SOUTH 52° 06' 57" EAST 149.50 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 36° 25' 14" WEST;
3) IN A WESTERLY DIRECTION, 123.69 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 80.04 FEET AND THROUGH A CENTRAL ANGLE OF 88° 32' 11";
4) SOUTH 37° 53' 03" WEST 25.44 FEET;
5) NORTH 52° 06' 57" WEST 79.00 FEET;
6) NORTH 37° 53' 03" EAST 23.45 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
7) IN A NORTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
8) NORTH 52° 06' 57" WEST 876.82 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **109,153 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

EXHIBIT A

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:



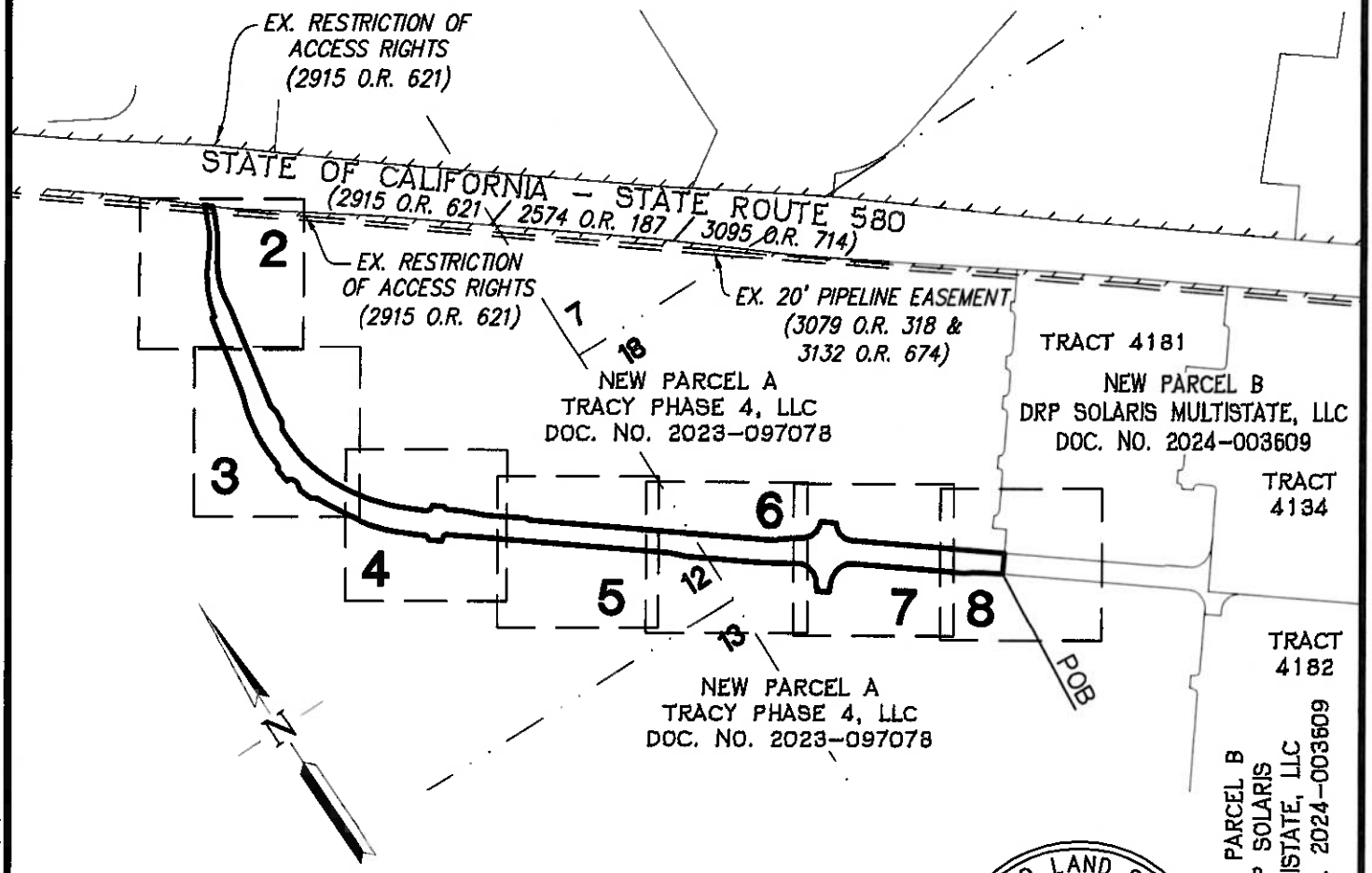
Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:24:47 -07'00'

DATE

SCOTT A. SHORTLIDGE

EXHIBIT B
PLAT



LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:25:11 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

IRREVOCABLE OFFER OF DEDICATION RIGHT OF WAY

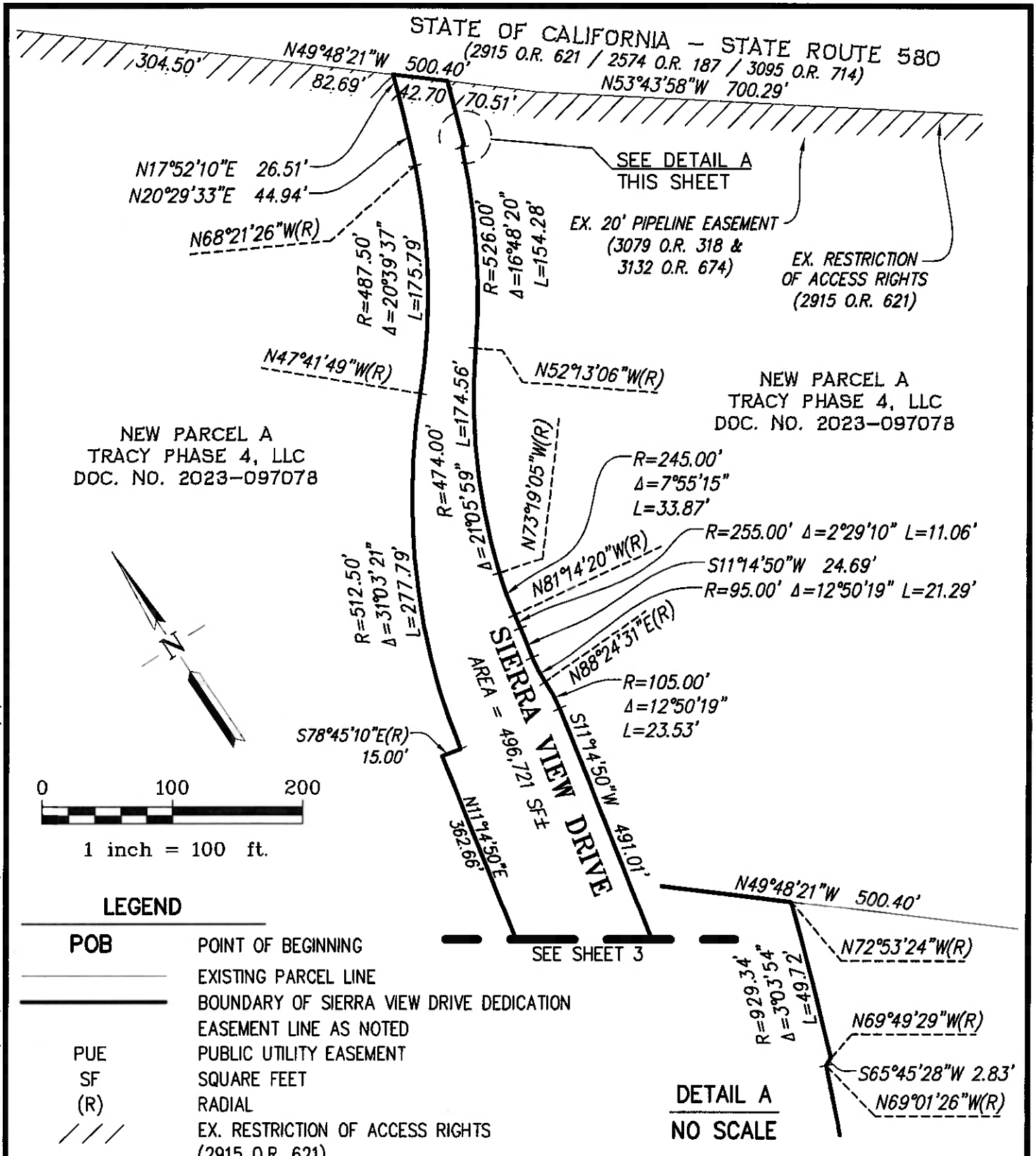
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 8

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 800'	3-14-2024	211026

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LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

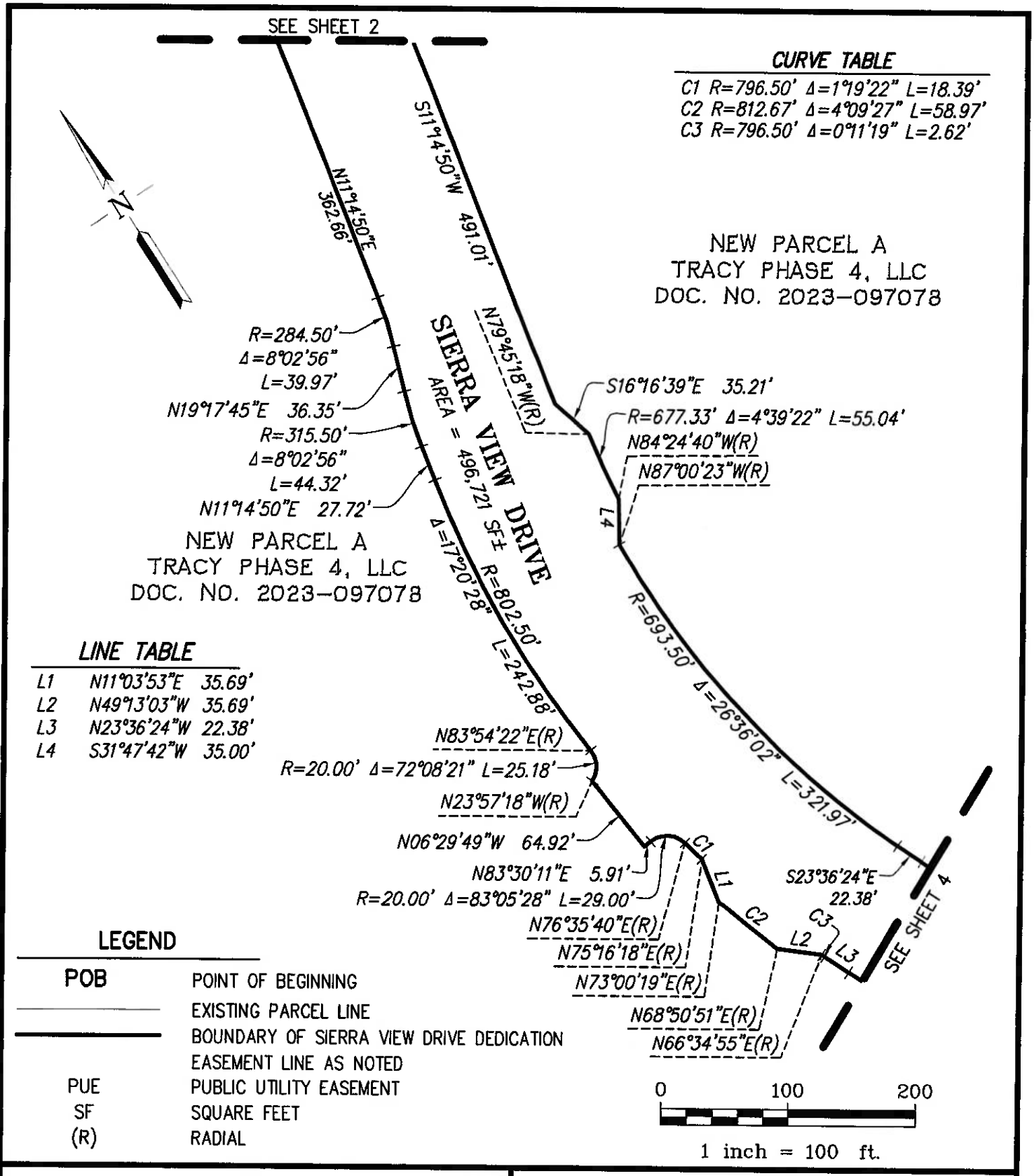
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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LINE TABLE

L1	N11°03'53"E	35.69'
L2	N49°13'03"W	35.69'
L3	N23°36'24"W	22.38'
L4	S31°47'42"W	35.00'

LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

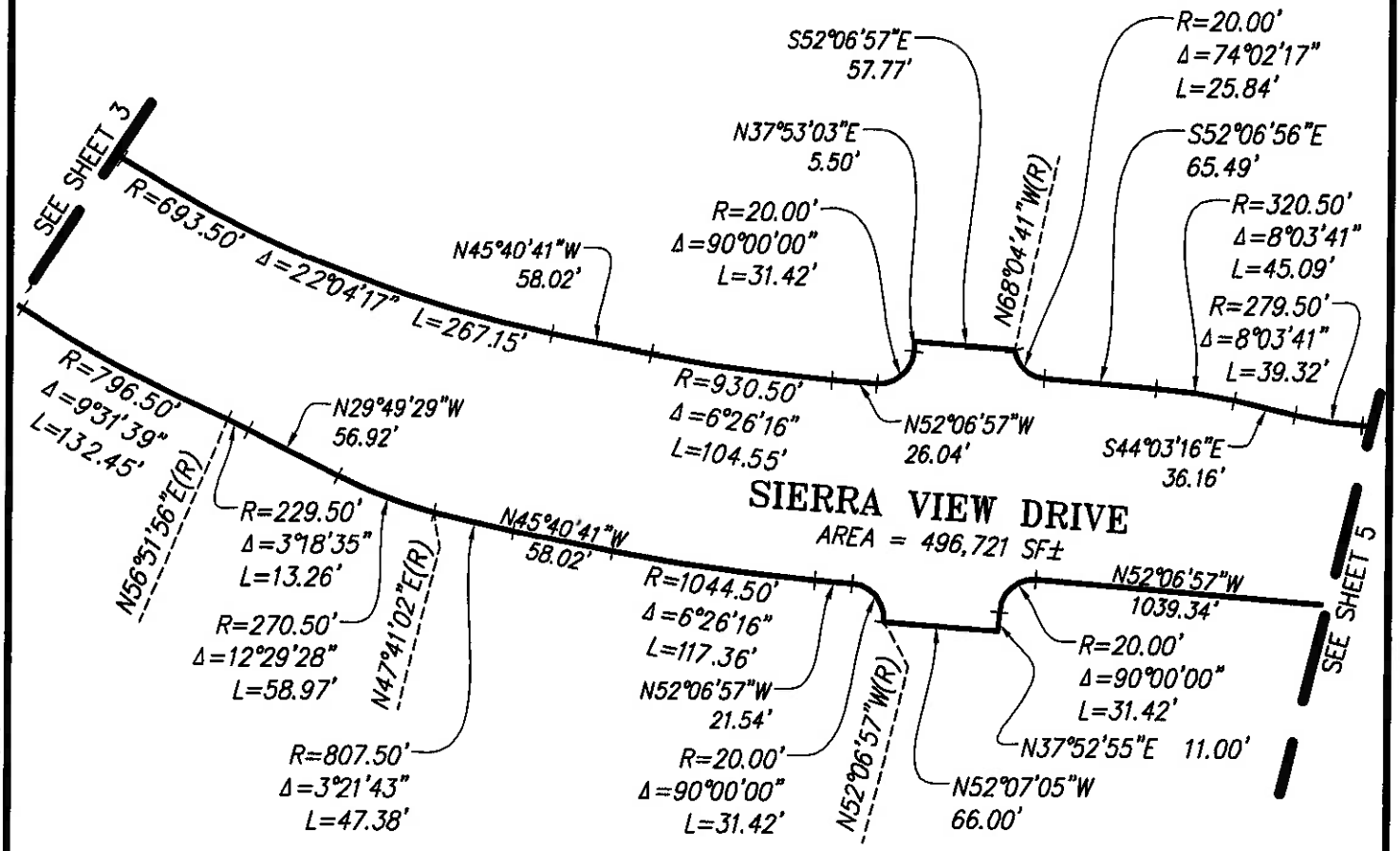
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

N

0 100 200

1 inch = 100 ft.

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

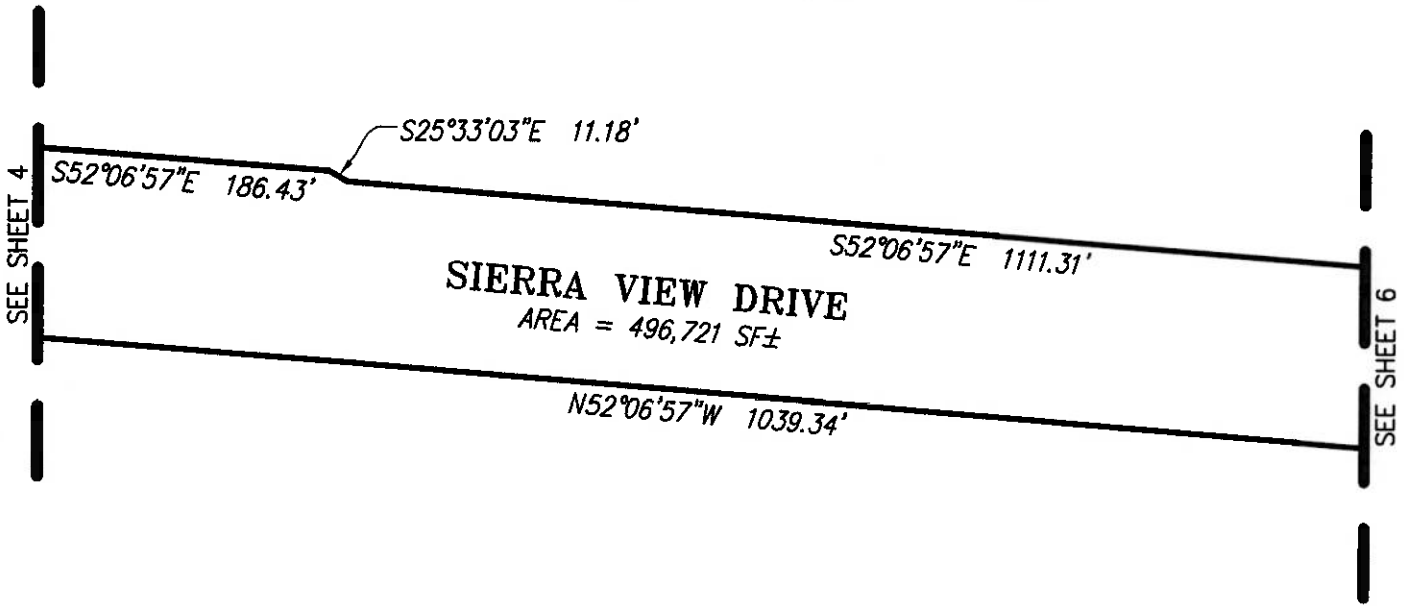
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
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PHONE: (925) 227-9100 FAX: (925) 227-9300

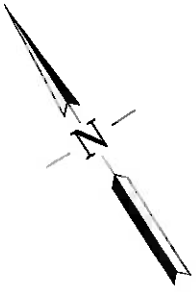
SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

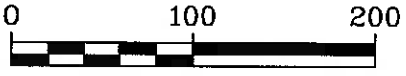


NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL



1 inch = 100 ft.

EXHIBIT B

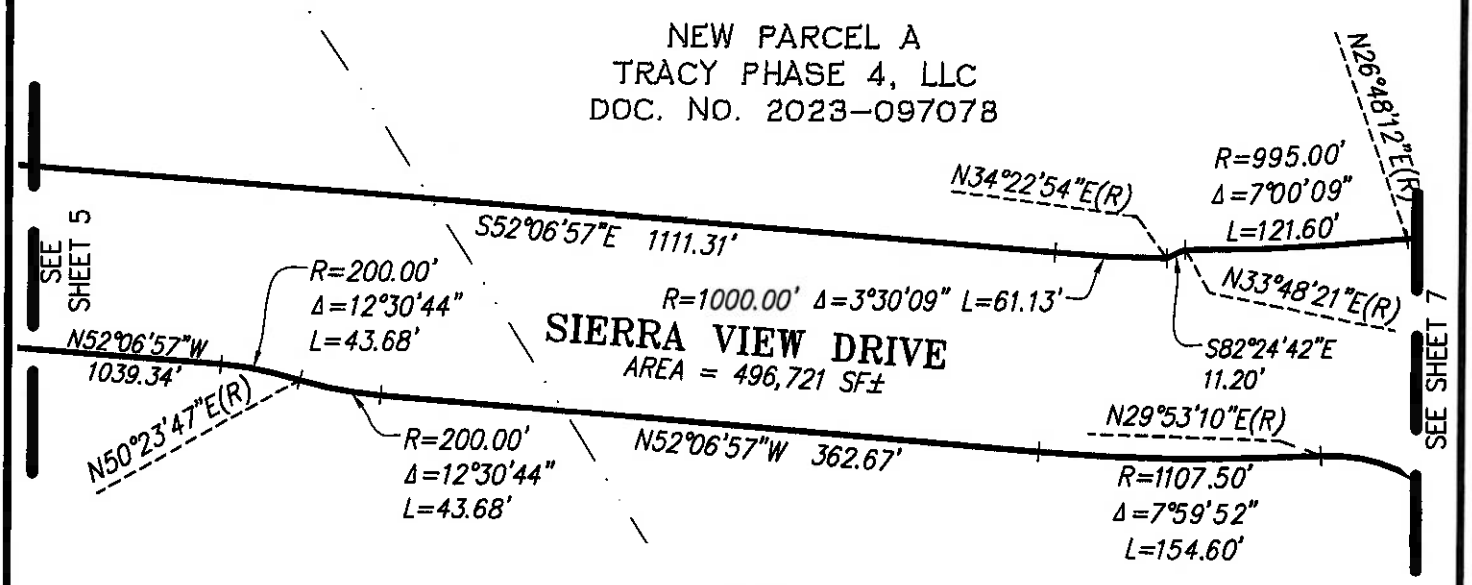
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

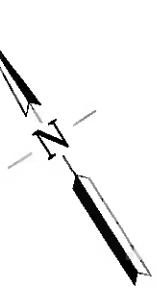
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

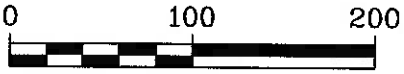
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LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL



1 inch = 100 ft.

EXHIBIT B

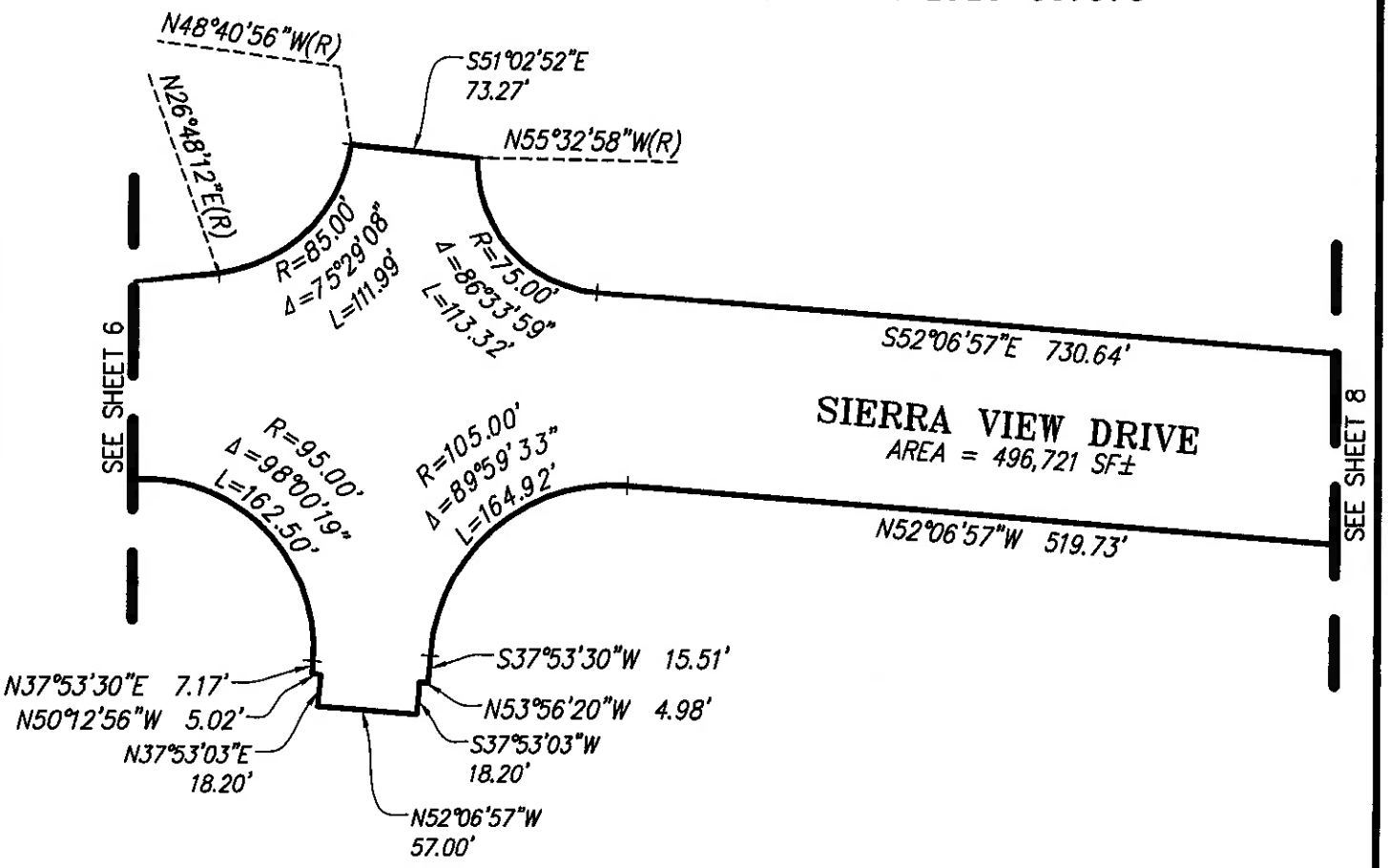
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

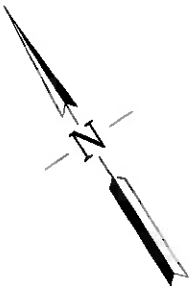
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
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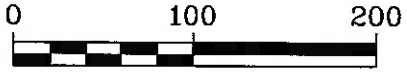
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LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL



1 inch = 100 ft.

EXHIBIT B

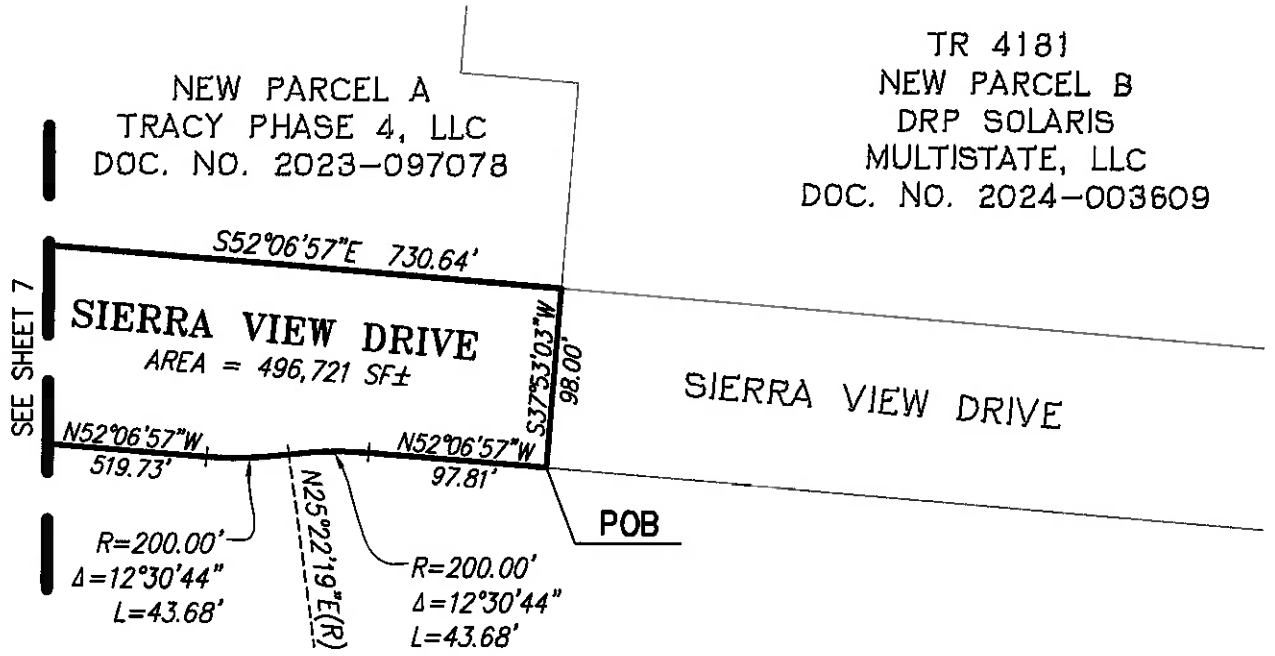
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

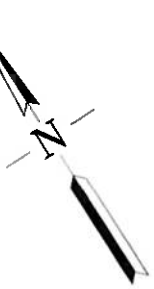
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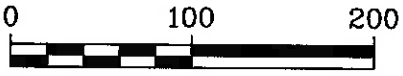
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1" = 100'	3-14-2024	211026

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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078





1 inch = 100 ft.

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

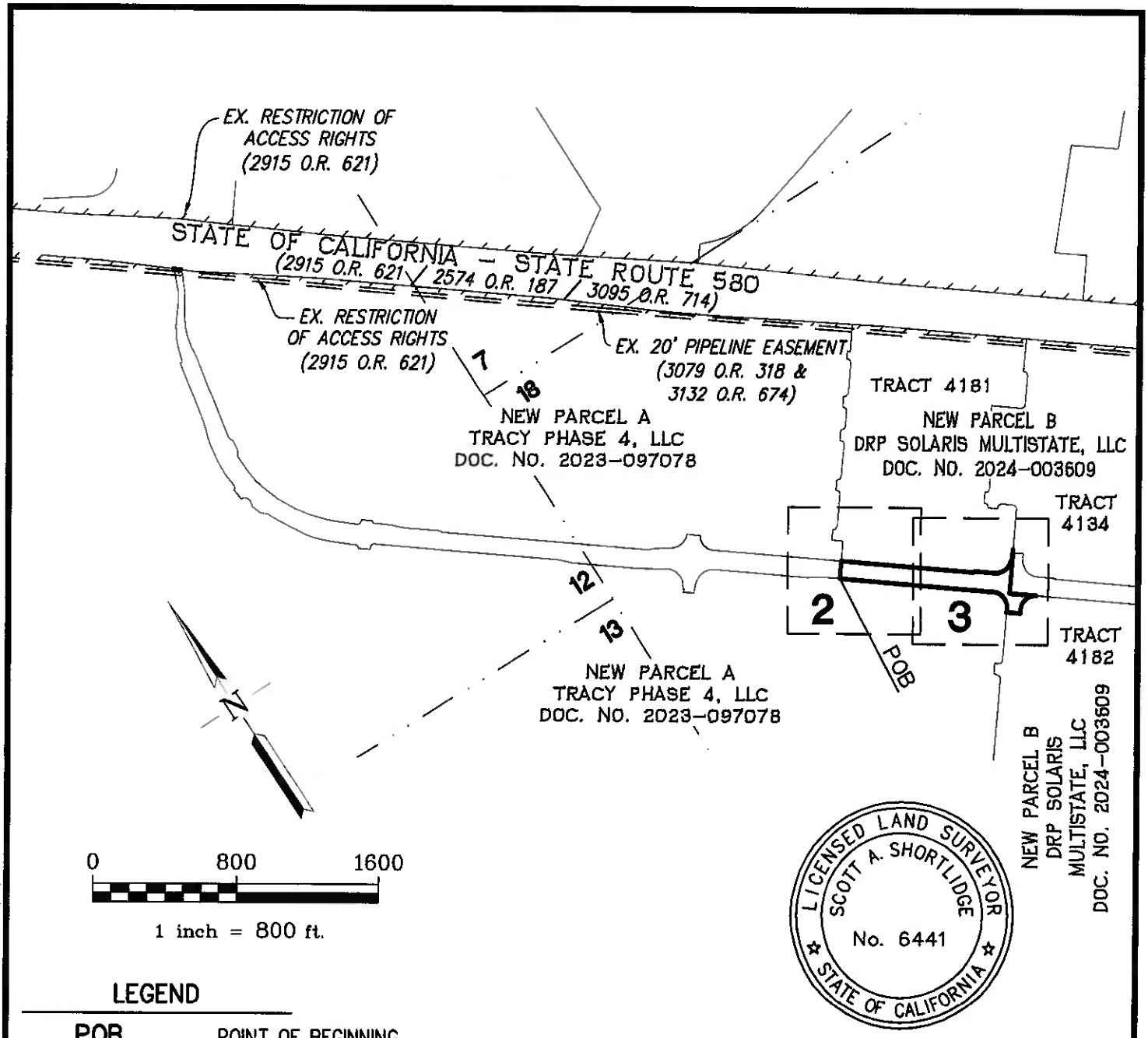
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:25:54 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

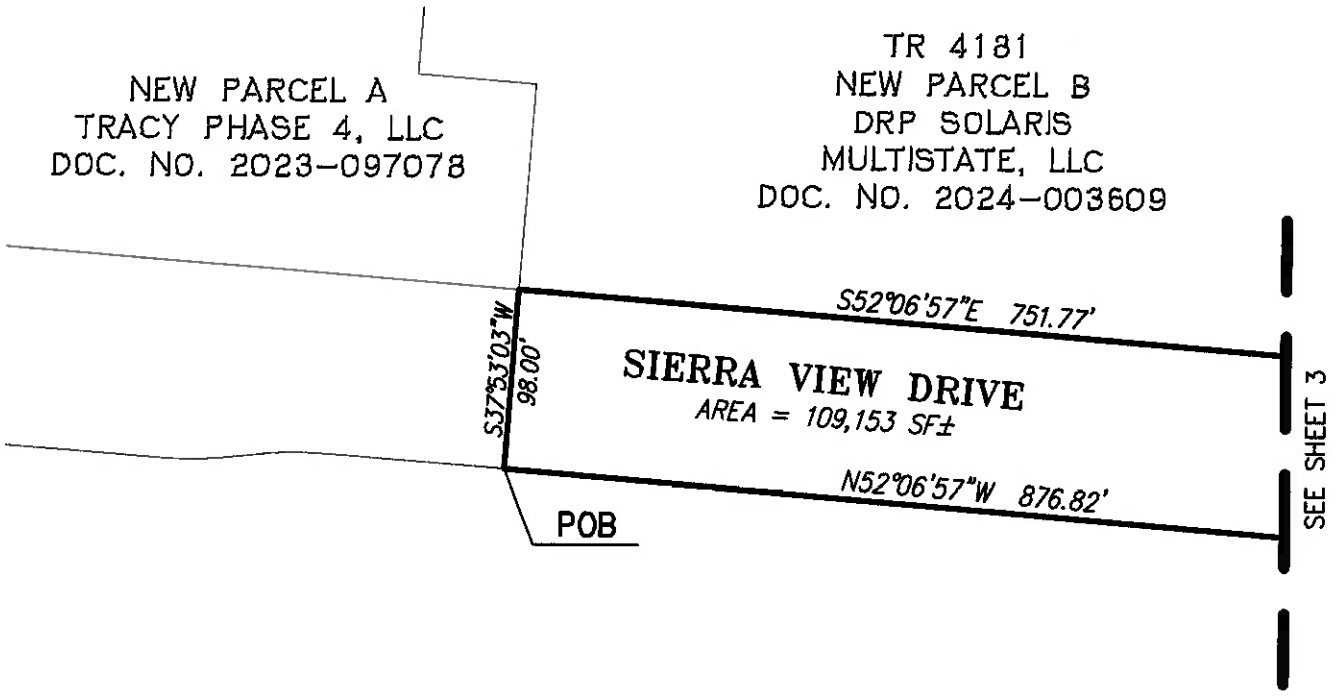
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 3

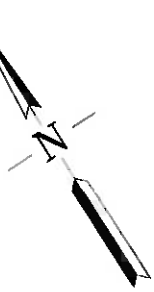
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PHONE: (925) 227-9100 FAX: (925) 227-9300

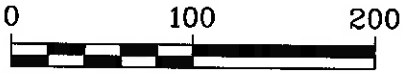
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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078





1 inch = 100 ft.

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

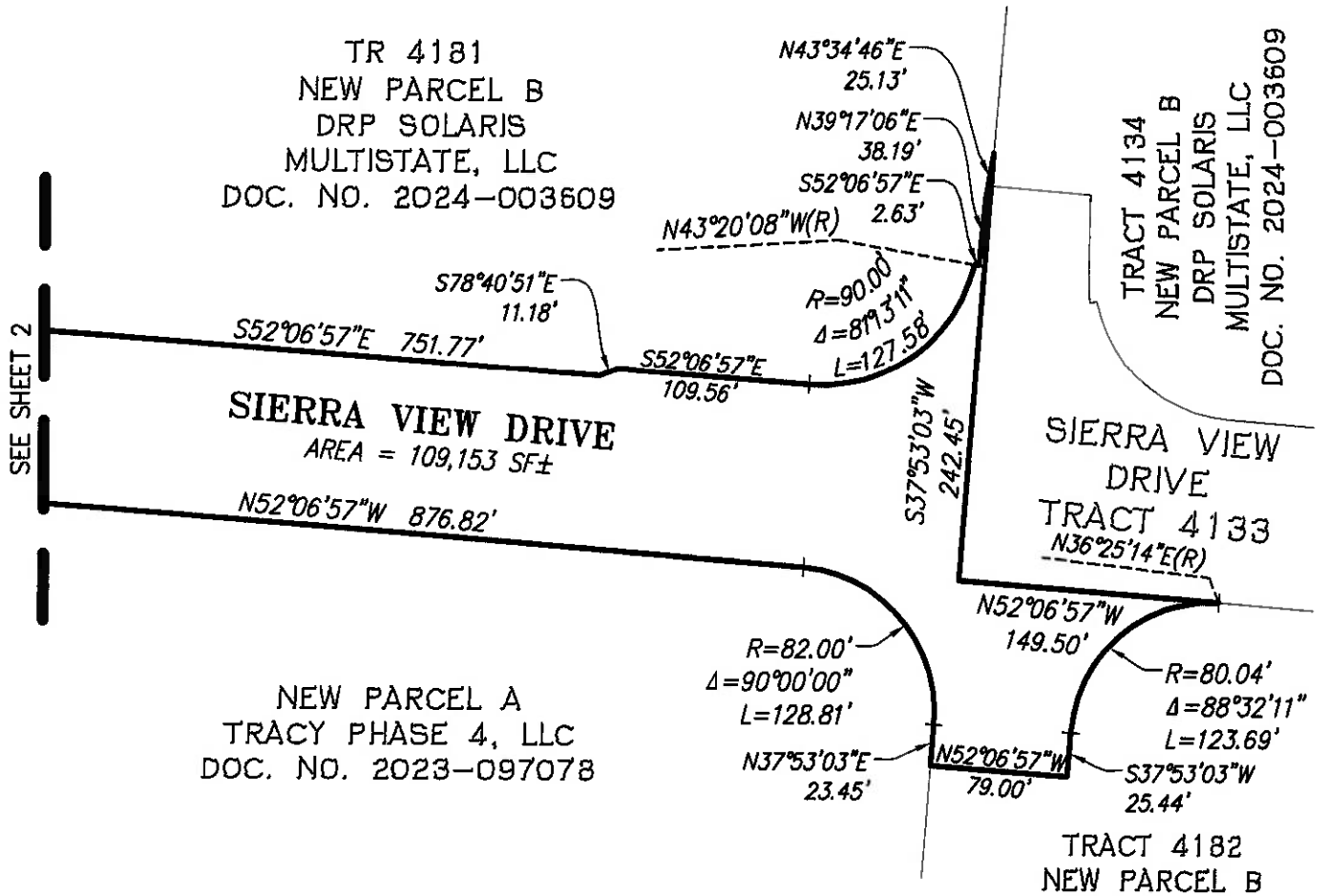
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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RUGGERI-JENSEN-AZAR
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PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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ATTACHMENT G-4

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106031,
25106033, and 25106024

IRREVOCABLE OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company represent that, as the owners of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants a public utility easement to THE CITY OF TRACY, A MUNICIPAL CORPORATION, over, through and under, the hereinafter described real property.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

_____

By: James Broderick
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: _____

Name:_____
Its: Authorized Signatory

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106031,
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The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this 9th day of May, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

By: _____
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: Houdin Honarvar

Name: Houdin Honarvar
Its: Authorized Signatory

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of easement interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

(Notary Acknowledgment Required for Each signatory)

State of New York)
) ss.:
County of New York)

On the 9th day of April in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(~~ies~~), and that by his/her/their signature(~~s~~) on the instrument, the individual(s), or the person upon behalf of which the individual(~~s~~) acted, executed the instrument.

(Signature and office of individual taking acknowledgment.)

MILA JANETTE SUNIO
Notary Public - State of New York
NO. 01SU6431449
Qualified in New York County
My Commission Expires Apr 4, 2026

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL A AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED NOVEMBER 29, 2023, AS **DOCUMENT NO. 2023-097078**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUE-1

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF A CURVE SEGMENT ON THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED AS HAVING A RADIUS OF 526.00 FEET, AN ARC LENGTH OF 154.28 FEET, AND THROUGH A CENTRAL ANGLE OF 16° 48' 20"; THENCE NORTHEASTERLY ALONG SAID CURVE SEGMENT, 93.48 FEET ALONG SAID CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 52° 13' 06" WEST, THROUGH A CENTRAL ANGLE OF 10° 10' 58" TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTHEASTERLY, 19.49 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 526.00 FEET AND A CENTRAL ANGLE OF 02° 07' 22";

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 64° 31' 25" EAST, RADIAL TO SAID CURVE, 9.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
2) THENCE SOUTHWESTERLY, 19.82 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 535.00 FEET AND A CENTRAL ANGLE OF 02° 07' 22"
3) THENCE NORTH 62° 24' 03" WEST, 9.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **177 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-2

COMMENCING AT THE SOUTHERLY TERMINUS OF A LINE SEGMENT OF THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 11° 14' 50" EAST 491.01 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 11° 14' 50" EAST 266.68 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 11° 14' 50" EAST, 19.42 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 78° 45' 10" EAST, 4.00 FEET;
2) THENCE SOUTH 11° 14' 50" WEST, 19.42 FEET;
3) THENCE NORTH 78° 45' 10" WEST, 4.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-3

COMMENCING AT THE SOUTHERLY TERMINUS OF A LINE SEGMENT OF THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 11° 14' 50" EAST 491.01 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 11° 14' 50" EAST 160.93 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 11° 14' 50" EAST, 45.31 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 78° 45' 10" EAST, 4.00 FEET;
2) THENCE SOUTH 11° 14' 50" WEST, 45.31 FEET;
3) THENCE NORTH 78° 45' 10" WEST, 4.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **181 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-4

COMMENCING AT THE SOUTHERLY TERMINUS OF A CURVE SEGMENT ON THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED AS HAVING A RADIUS OF 693.50 FEET, AN ARC LENGTH OF 321.97 FEET, AND THROUGH A CENTRAL ANGLE OF 26° 36' 02"; THENCE NORTHERLY ALONG SAID CURVE SEGMENT, 300.75 FEET ALONG SAID CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 66° 23' 36" EAST, HAVING A RADIUS OF 693.50 FEET, AND THROUGH A CENTRAL ANGLE OF 24° 50' 51" TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHERLY ALONG SAID SIERRA VIEW DRIVE DEDICATION FOR THE FOLLOWING TWO (2) COURSES:

21.22 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 693.50 FEET AND A CENTRAL ANGLE OF 01° 45' 11";

THENCE NORTH 31° 47' 42" EAST, 1.79 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 86° 52' 37" EAST, 4.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFTFROM WHICH THE CENTER BEARS SOUTH 86° 52' 37" EAST;
2) THENCE SOUTHERLY, 22.62 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 688.50 FEET AND A CENTRAL ANGLE OF 01° 52 '57";
3) THENCE NORTH 88° 45' 34" WEST, RADIAL TO SAID CURVE, 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **113 SQUARE FEET**, MORE OR LESS.

PUE-5

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A CURVE SEGMENT ON THE GENERALLY NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE

EXHIBIT A

DEDICATION LABELED AS HAVING A RADIUS OF 693.50 FEET, AN ARC LENGTH OF 267.15 FEET, AND A CENTRAL ANGLE OF 22° 04' 17";

THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE SEGMENT, 18.28 FEET ALONG THE ARC OF SAID CURVE TO LEFT TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 64° 53' 00" EAST, 4.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 64°53'00" EAST;
2) THENCE SOUTHEASTERLY, 19.41 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 689.50 FEET AND A CENTRAL ANGLE OF 01° 36' 45";
3) THENCE SOUTH 63° 16' 15" WEST, 4.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 63°16'15" EAST, TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE, 19.52 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 693.50 FEET AND A CENTRAL ANGLE OF 01° 36' 45" TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-6

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A CURVE SEGMENT ON THE GENERALLY NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED AS HAVING A RADIUS OF 930.50 FEET, AN ARC LENGTH OF 104.55 FEET AND A CENTRAL ANGLE OF 06° 26' 16";

THENCE SOUTHEASTERLY ALONG SAID CURVE SEGMENT, 34.70 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 44° 19' 19" EAST, AND A CENTRAL ANGLE OF 02° 08' 12" TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE NORTH 42° 11' 06" EAST, 4.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 42°11'06" EAST;
2) THENCE SOUTHEASTERLY, 47.00 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 926.50 FEET AND A CENTRAL ANGLE OF 02° 54' 23";
3) THENCE SOUTH 39° 16' 43" WEST, RADIAL TO SAID CURVE, 4.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 39° 16' 43" EAST TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE, 47.20 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 930.50 FEET AND A CENTRAL ANGLE OF 02°54'23" TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **188 SQUARE FEET**, MORE OR LESS.

PUE-7

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 186.42 FEET;

THENCE ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 63.44 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 19.42 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 4.00 FEET;

2) SOUTH 52° 06' 57" EAST 19.42 FEET; AND
3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-8

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 221.44 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 4.00 FEET;
2) SOUTH 52° 06' 57" EAST 19.42 FEET;
3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE, NORTH 52° 06' 57" WEST 19.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-9

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 560.80 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 4.00 FEET;
2) SOUTH 52° 06' 57" EAST 44.27 FEET; AND

EXHIBIT A

3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE, NORTH 52°06'57" WEST 44.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **177 SQUARE FEET**, MORE OR LESS.

PUE-10

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 714.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53 '03" EAST, 4.00 FEET;
2) SOUTH 52° 06' 57" EAST, 19.42 FEET;
3) SOUTH 37° 53' 03" WEST, 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE, NORTH 52° 06' 57" WEST 19.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-11

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 34.52 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT, NORTH 52° 06' 57" WEST 22.63 FEET;

EXHIBIT A

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST, 5.00 FEET;
2) SOUTH 52° 06' 57" EAST 22.63 FEET;
3) SOUTH 37° 53' 03" WEST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **113 SQUARE FEET**, MORE OR LESS.

PUE-12

BEGINNING AT THE SOUTHEASTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 21.38 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING FOUR (4) COURSES:

1) THENCE NORTH 37° 53' 03" EAST 5.00 FEET;
2) THENCE SOUTH 52° 06' 57" EAST 21.38 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
3) THENCE 1.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 995.00 FEET AND A CENTRAL ANGLE OF 00° 04' 19", TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;
4) THENCE ALONG SAID EASTERLY LINE SOUTH 37° 48' 44" WEST, RADIAL TO SAID CURVE, 5.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION, FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 37° 48' 44" EAST;

THENCE NORTHWESTERLY, 1.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 00° 04' 19" TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **113 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-13

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1482.41 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 68.92 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 5.00 FEET;
2) SOUTH 52° 06' 57" EAST 54.21 FEET;
3) SOUTH 37° 53' 03" WEST 5.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE, NORTH 52° 06' 57" WEST 54.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **271 SQUARE FEET**, MORE OR LESS.

PUE-18

COMMENCING AT THE SOUTHERLY TERMINUS OF A LINE SEGMENT OF THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 11°14'50" EAST 491.01 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 11°14'50" EAST 41.98 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 11°14'50" EAST, 19.42 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 78°45'10" EAST, 4.00 FEET;
2) THENCE SOUTH 11°14'50" WEST, 19.42 FEET;
3) THENCE NORTH 78°45'10" WEST, 4.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-19

COMMENCING AT THE SOUTHERLY TERMINUS OF A LINE SEGMENT OF THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 11°14'50" EAST 491.01 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 11°14'50" EAST 7.72 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 11°14'50" EAST, 22.00 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 78° 45' 10" EAST, 6.00 FEET;
2) THENCE SOUTH 11° 14' 50" WEST, 22.00 FEET;
3) THENCE NORTH 78° 45' 10" WEST, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A LAND AREA OF **132 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:19:14 -07'00'



DATE

SCOTT A. SHORTLIDGE

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO DRP SOLARIS MULTISTATE, LLC, RECORDED ON JANUARY 12, 2024, AS DOCUMENT NO. 2024-003609, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUE-14

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1482.41 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 763.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 4.00 FEET;
2) SOUTH 52° 06' 57" EAST 19.42 FEET;
3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE NORTH 52° 06' 57" WEST, 19.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-15

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1482.41 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 828.29 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING THREE (3) COURSES:

EXHIBIT A

1) NORTH 37° 53' 03" EAST 4.00 FEET;
2) SOUTH 52° 06' 57" EAST 19.42 FEET;
3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE NORTH 52° 06' 57" WEST, 19.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-16

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1482.41 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 20.12 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 52°06'57" WEST 75.35 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 5.00 FEET;
2) SOUTH 52° 06' 57" EAST 75.35 FEET;
3) SOUTH 37° 53' 03" WEST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **377 SQUARE FEET**, MORE OR LESS.

PUE-17

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 109.56 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" WEST 58.04 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING THREE (3) COURSES:

EXHIBIT A

1) North 37°53'03" East, 1.00 feet;
2) South 52°06'57" East, 19.34 feet;
3) South 37°53'03" West, 1.00 feet TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE NORTH 52° 06' 57" WEST, 19.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **19 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

Scott Shortlidge

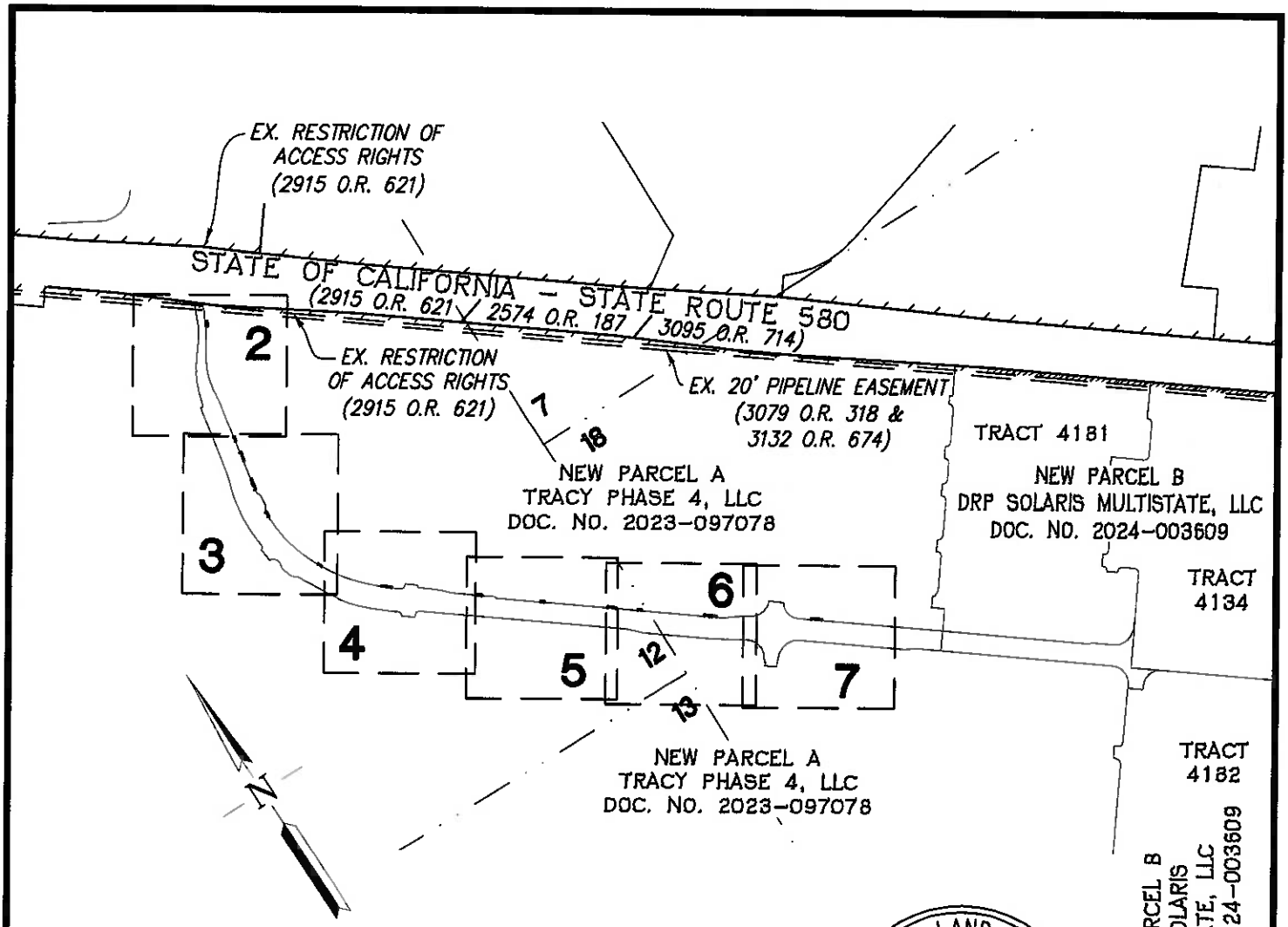
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Date: 2024.04.24 16:19:47 -07'00'

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

DATE

SCOTT A. SHORTLIDGE

EXHIBIT B
PLAT



LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:20:13 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

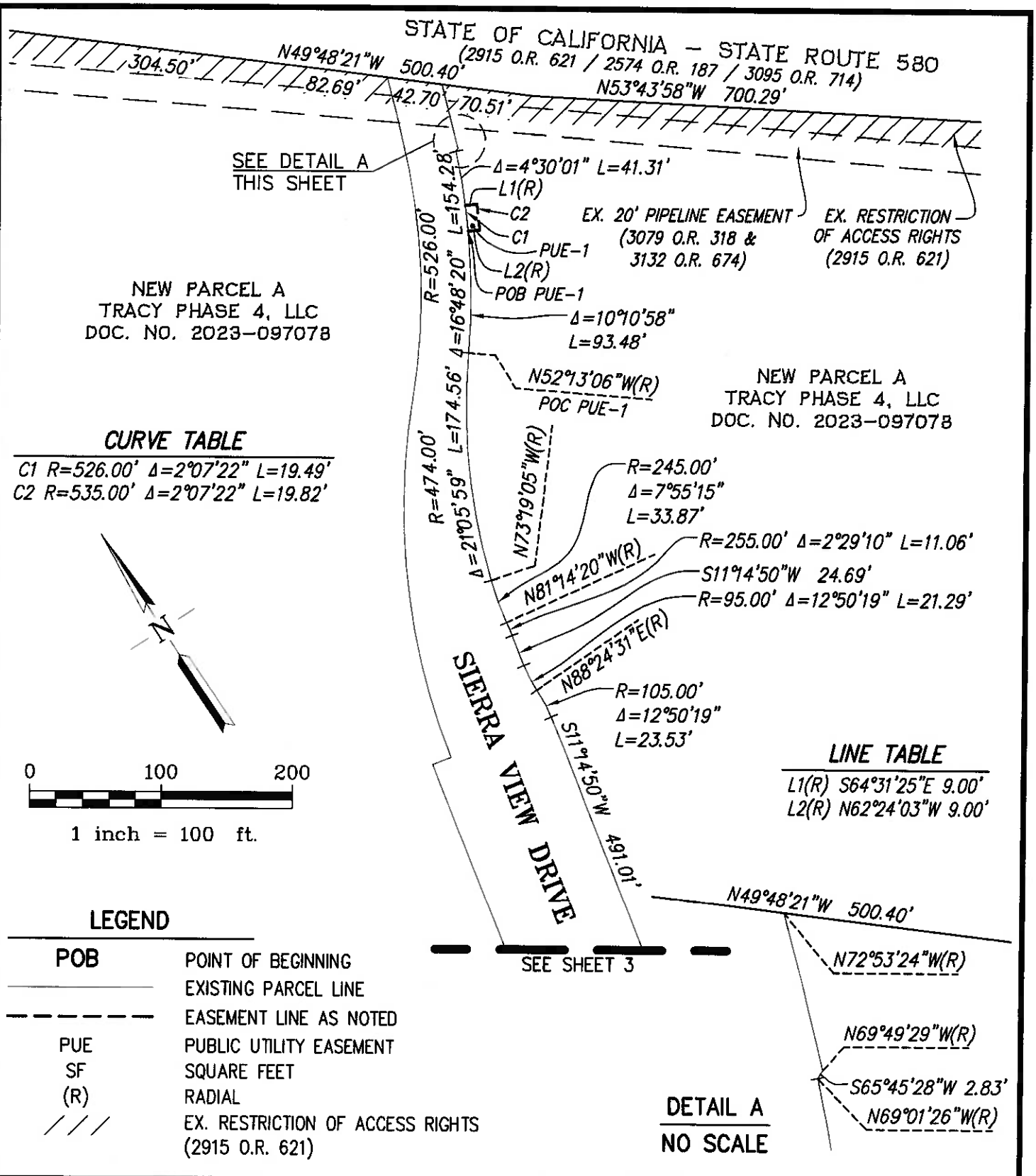
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 7

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 800'	3-14-2024	211026

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LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

DETAIL A
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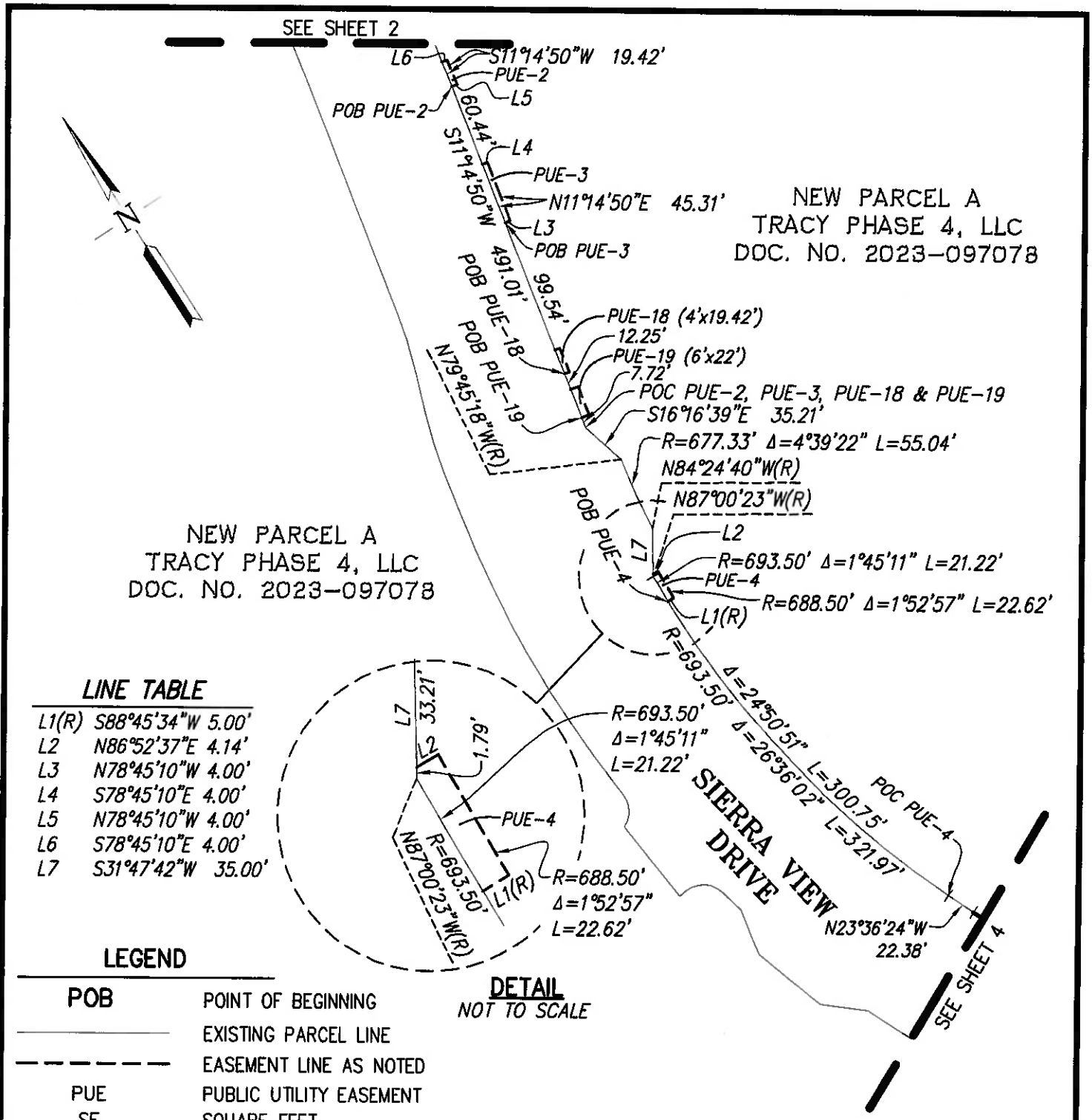
EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
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LINE TABLE

L1(R)	S88°45'34"W 5.00'
L2	N86°52'37"E 4.14'
L3	N78°45'10"W 4.00'
L4	S78°45'10"E 4.00'
L5	N78°45'10"W 4.00'
L6	S78°45'10"E 4.00'
L7	S31°47'42"W 35.00'

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

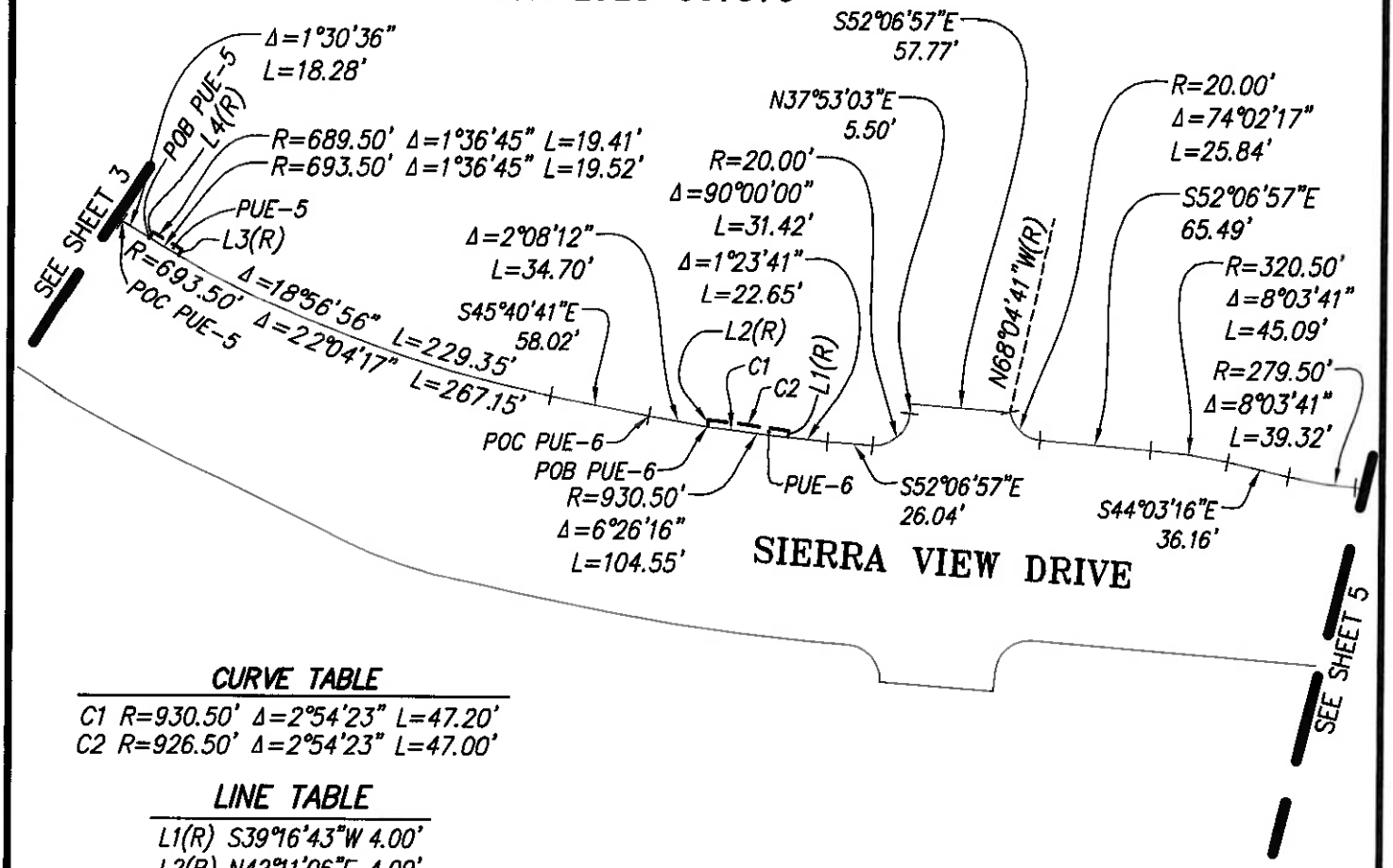
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



CURVE TABLE

C1	R=930.50'	Δ=2°54'23"	L=47.20'
C2	R=926.50'	Δ=2°54'23"	L=47.00'

LINE TABLE

L1(R)	S39°16'43"W	4.00'
L2(R)	N42°11'06"E	4.00'
L3(R)	S63°16'15"W	4.00'
L4(R)	N64°53'00"E	4.00'

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

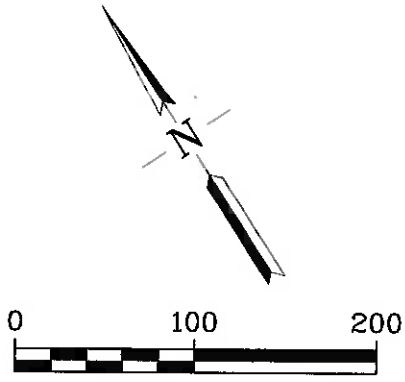


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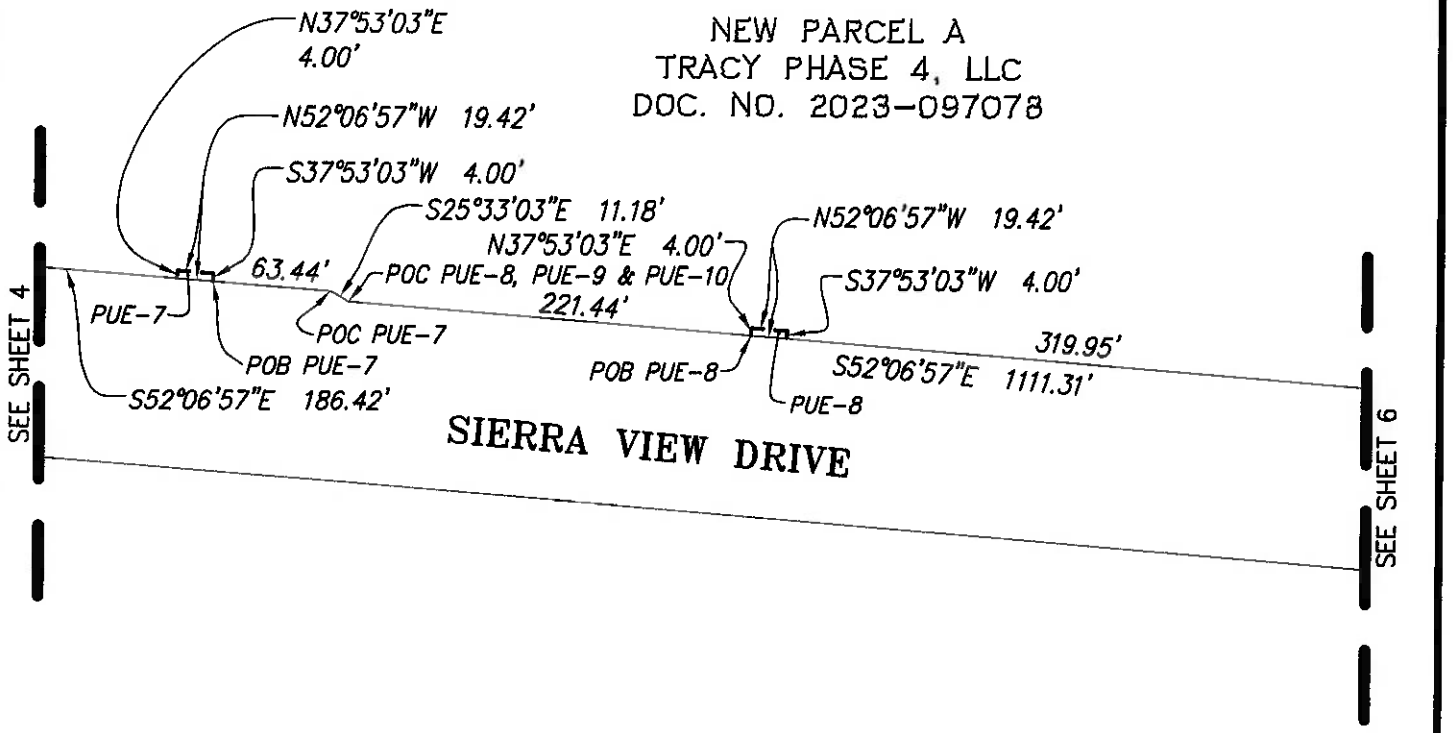
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
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CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

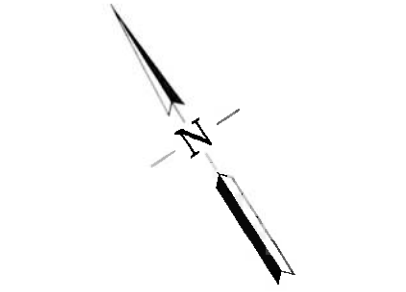


EXHIBIT B

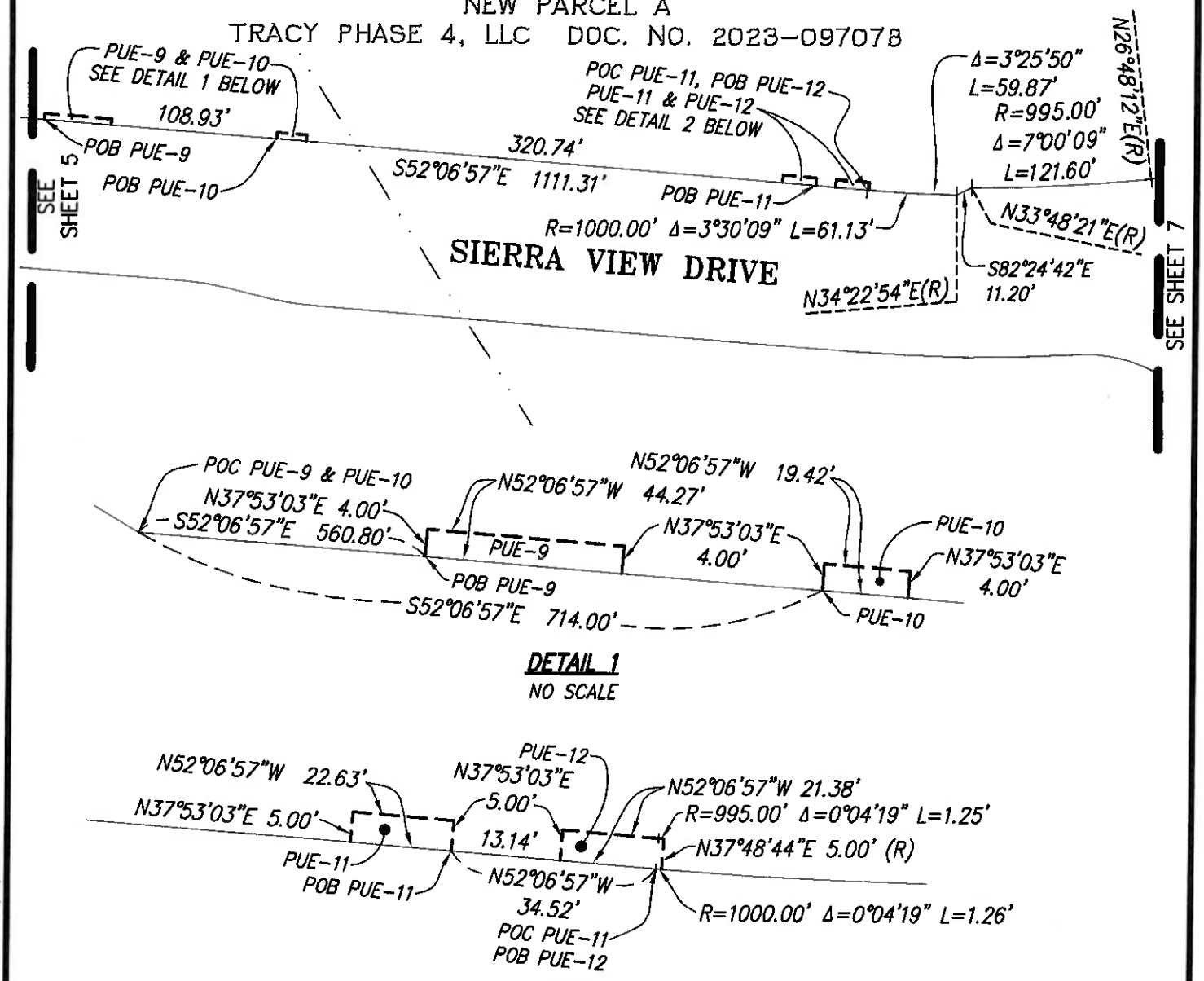
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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DETAIL 1
NO SCALE

DETAIL 2
NO SCALE

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

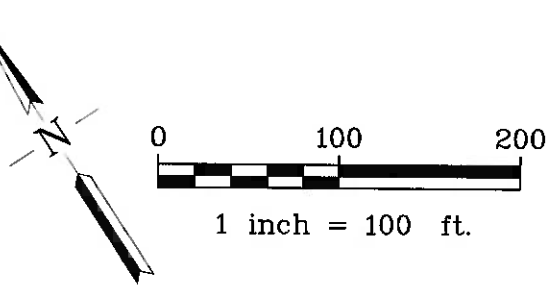


EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

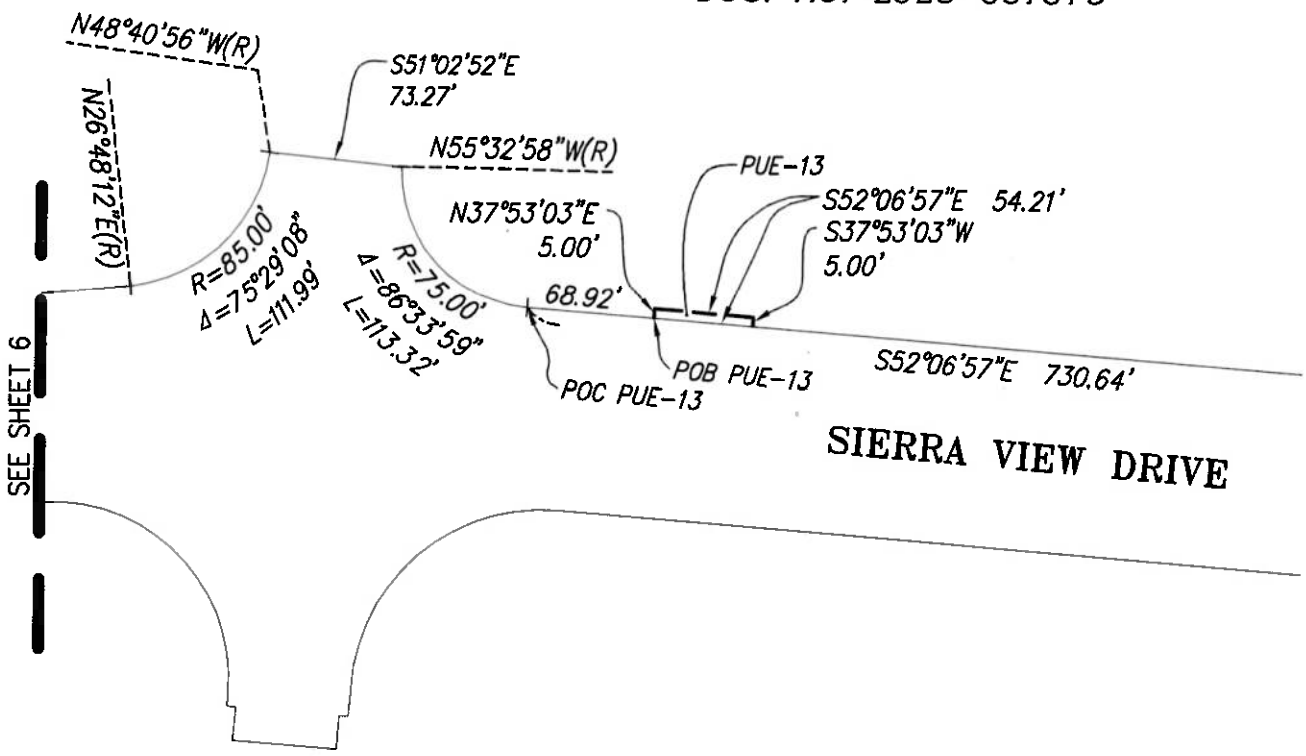
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

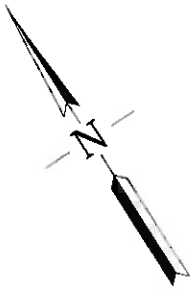
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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

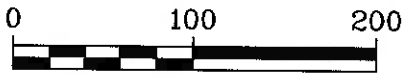


NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)



1 inch = 100 ft.

EXHIBIT B

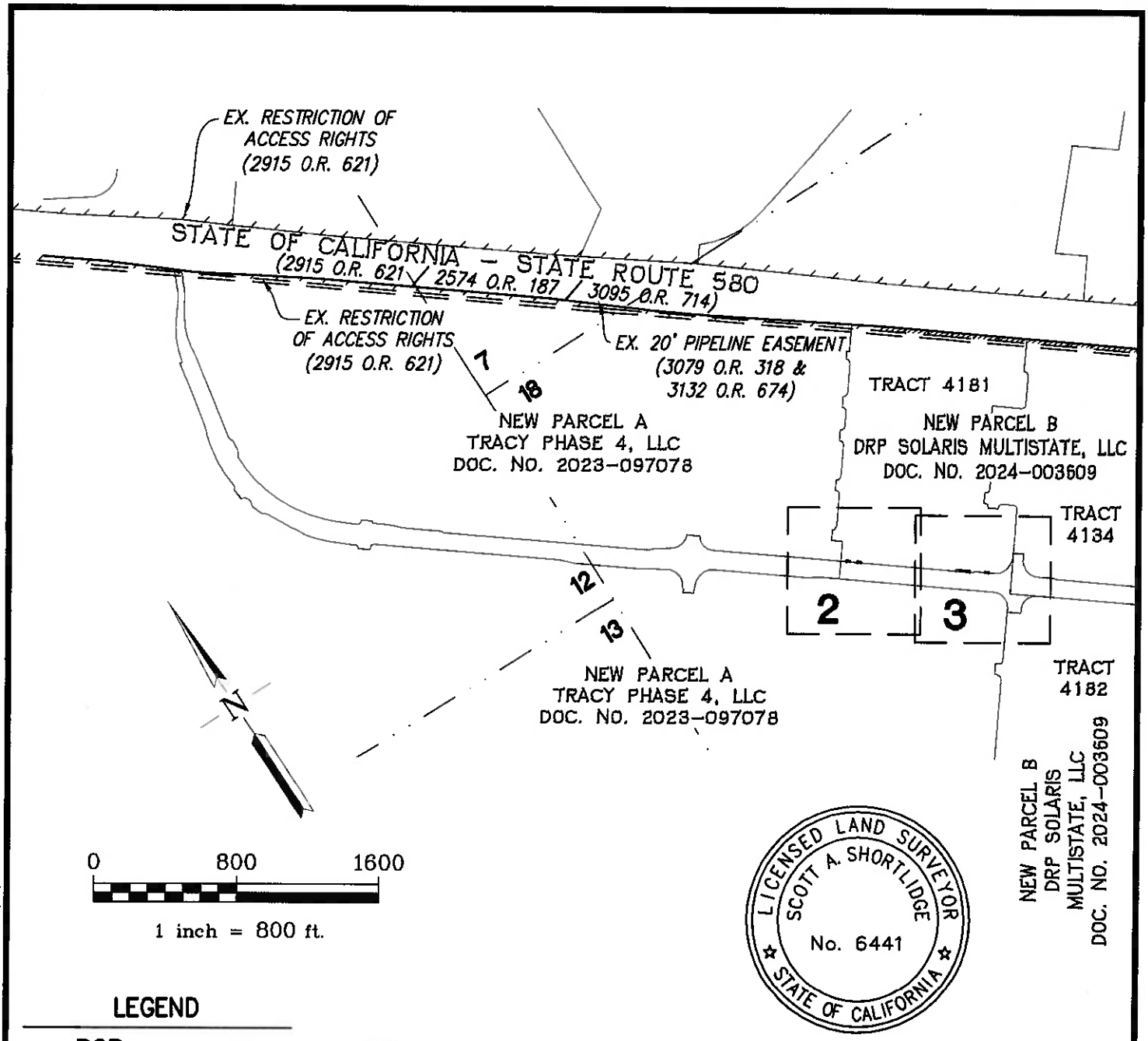
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:20:46 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

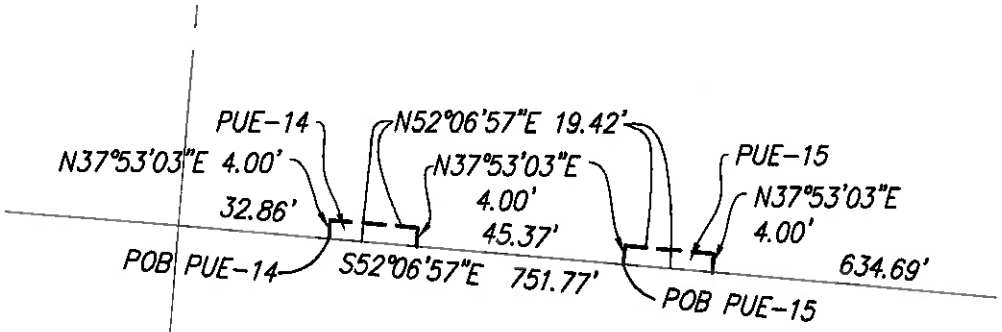
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 3

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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DETAIL A
NO SCALE

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

TRACT 4181
NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

SEE DETAIL A
THIS SHEET

S52°06'57"E 751.77'

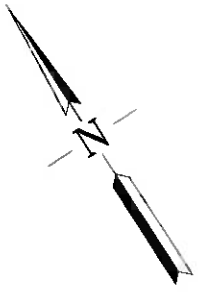
SIERRA VIEW DRIVE

SEE SHEET 3

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)



0 100 200

1 inch = 100 ft.

EXHIBIT B

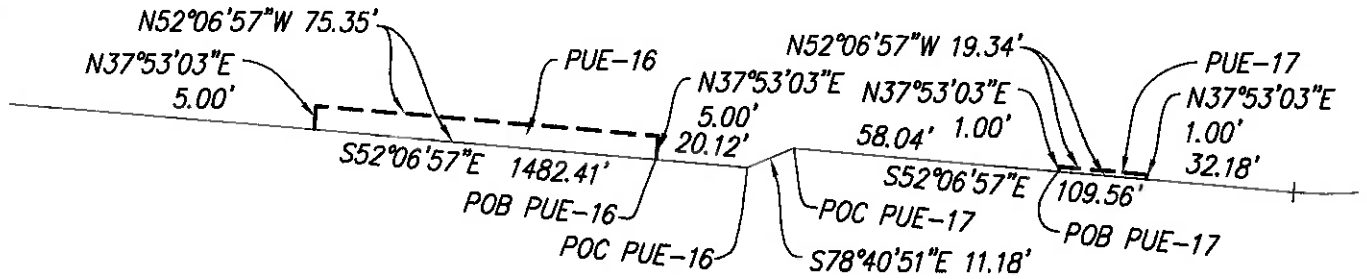
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

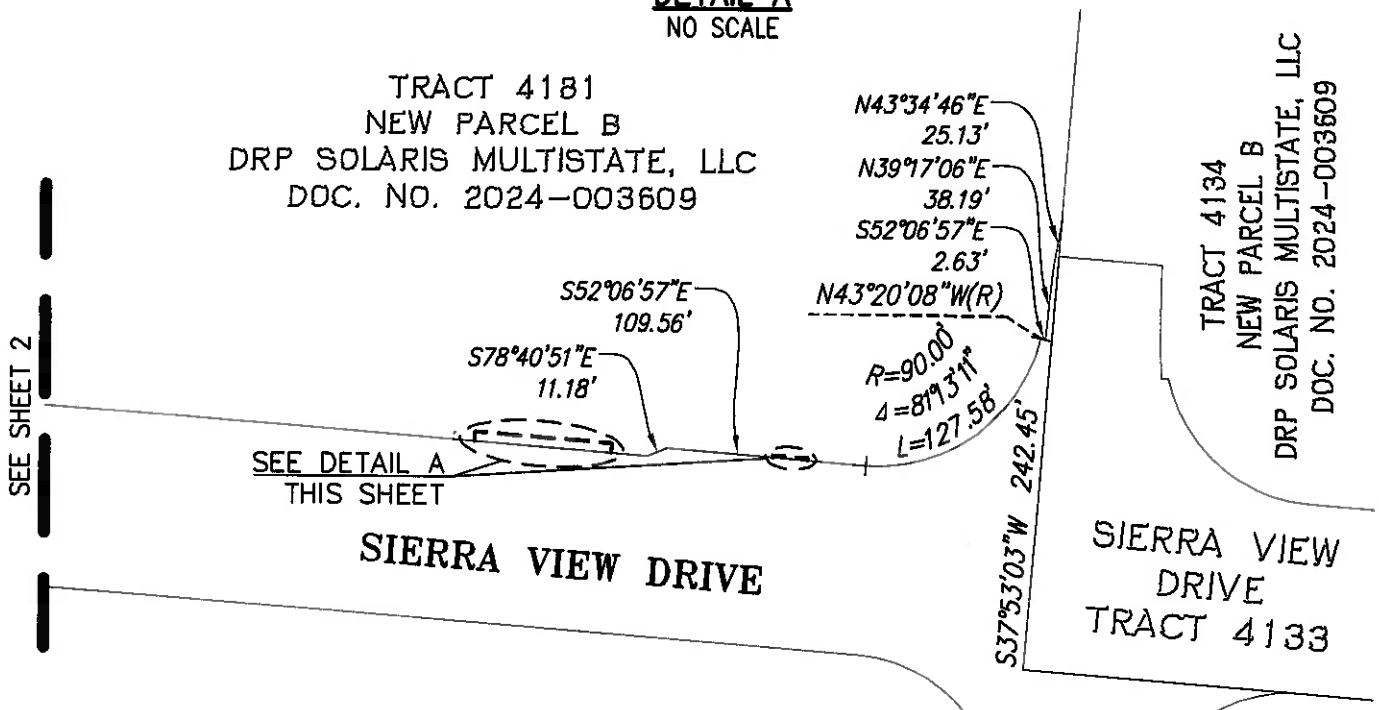
RJA
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ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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DETAIL A
NO SCALE



LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
- - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APN: a portion of 25106016

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase IB, LLC, a Delaware limited liability company represents that, as the owner of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: Tracy Phase IB, LLC, a Delaware limited liability company

Grantor Signatures:

Signature



James Broderick, Authorized Representative

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

Real property situate in the City of Tracy, County of San Joaquin, State of California and being a portion of Parcel 1 as said parcel is shown on the Parcel Map filed in Book 26 of Parcel Maps at Page 179, San Joaquin County Records and more particularly described as follows:

Beginning at the southeasterly terminus of the line labelled by the course N58°01'26"W 76.00', as said line and course are shown in Exhibit A - Plat to Accompany Legal Description in the Irrevocable Offer of Dedication of Fee Interest (Tracy Hills Drive) recorded in Document No. 2022-109603, Official Records of San Joaquin County, said line being a segment of the generally southwesterly line of said Tracy Hills Drive; thence across said Parcel 1 (26 PM 179) along the following nine (9) courses

1) South 31° 58' 54" West - 323.77 feet for the beginning of a curve to the left;

2) in a southwesterly direction 175.56 feet along the arc of said curve to the left, having a radius of 3413.00 feet and through a central angle of 02° 56' 50";

3) South 31° 32' 35" West - 88.25 feet;

4) South 27° 34' 49" West - 37.71 feet for the beginning of a curve to the left;

5) in a southerly direction 161.90 feet along the arc of said curve to the left, having a radius of 478.00 feet and through a central angle of 19° 24' 21";

6) South 08° 10' 27" West - 71.24 feet;

7) South 10° 57' 15" West - 20.62 feet for the beginning of a curve to the right from which the center bears North 81° 48' 46" West;

8) in a southerly direction 90.07 feet along the arc of said curve to the right, having a radius of 533.00 feet and through a central angle of 09° 40' 56";

9) South 17° 52' 10" West - 10.80 feet;

to the southwesterly line of said Parcel 1 (26 PM 179), last said line also being the northeasterly line of State Route 580; thence along last said southwesterly line North 54°00'20" West 47.89 feet; thence across said Parcel 1 (26 PM 179) along the following six (6) courses:

1) in a northerly direction 78.39 feet along the arc of said curve to the left, having a radius of 487.50 feet and through a central angle of 09° 12' 49";

2) North 08° 10' 27" East - 119.90 feet for the beginning of a curve to the right;

3) in a northerly direction 169.52 feet along the arc of said curve to the right, having a radius of 500.50 feet and through a central angle of 19° 24' 21";

4) North 27° 34' 49" East - 20.52 feet for the beginning of a curve to the right;

5) in a northeasterly direction 266.76 feet along the arc of said curve to the right, having a radius of 3472.50 feet and through a central angle of 04° 24' 06";

6) North 31° 58' 54" East - 323.77 feet to a point on the south line of said Tracy Hills Drive;

to first said line; thence along first said line South 58°01'06" East 59.50 feet to the **Point of Beginning**.

Containing a land area of 53,834 square feet, more or less.

See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part thereof.

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:

Scott Shortlidge

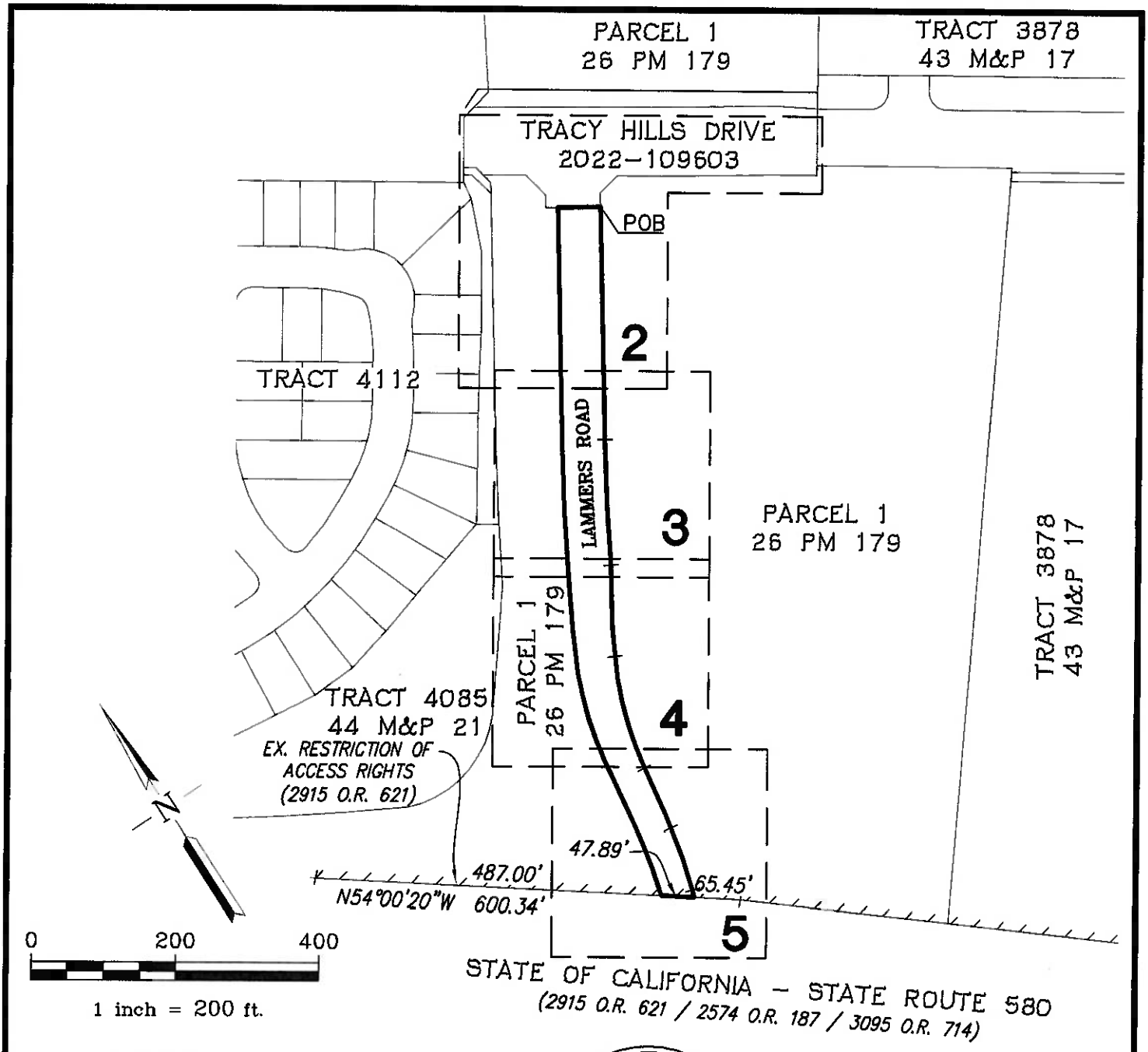
Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:12:27 -07'00'



Scott A. Shortlidge

Date

EXHIBIT B
PLAT



LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SF	SQUARE FEET
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:11:55 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

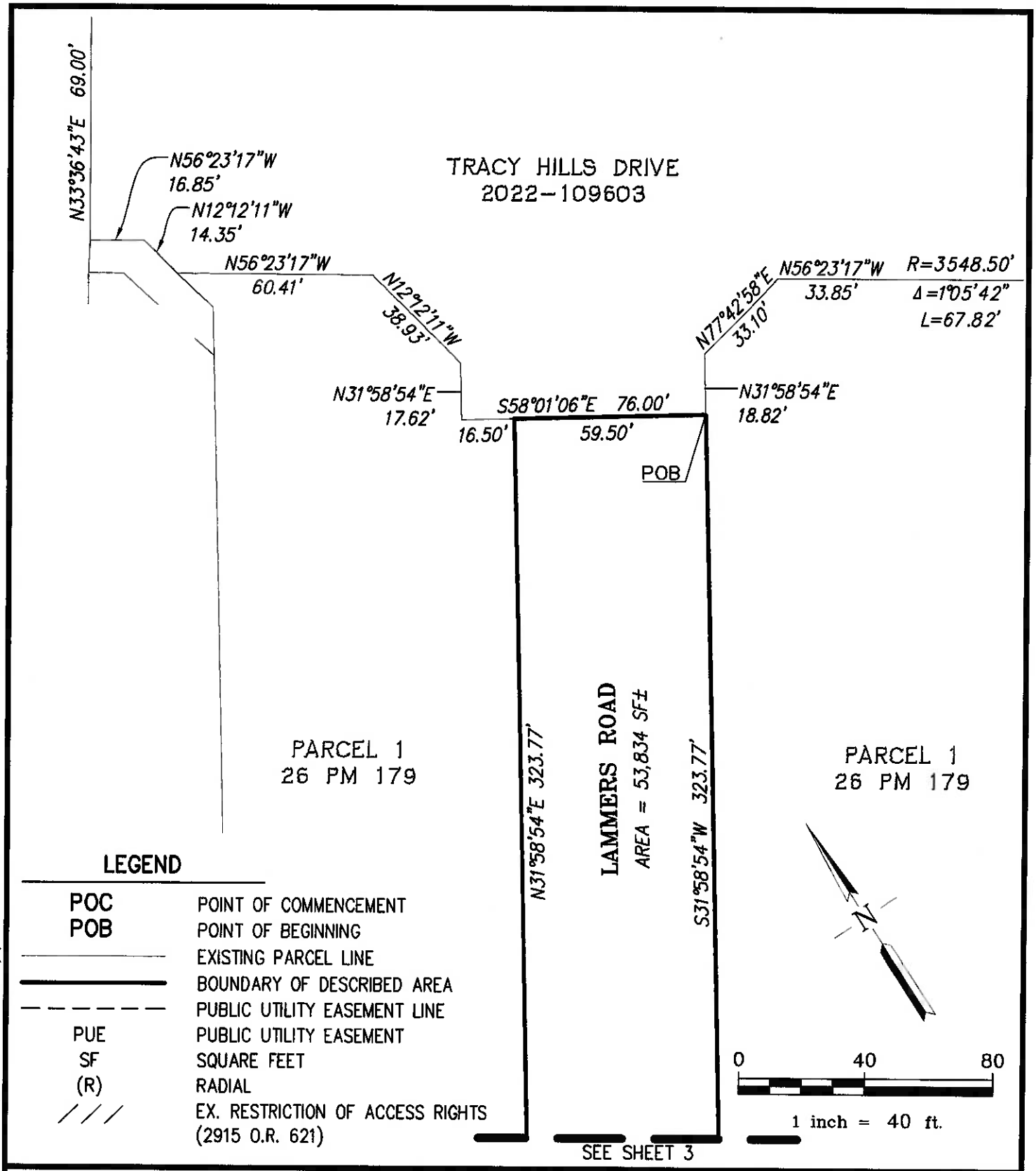
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 5

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 200'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
– – – – – –	PUBLIC UTILITY EASEMENT LINE
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

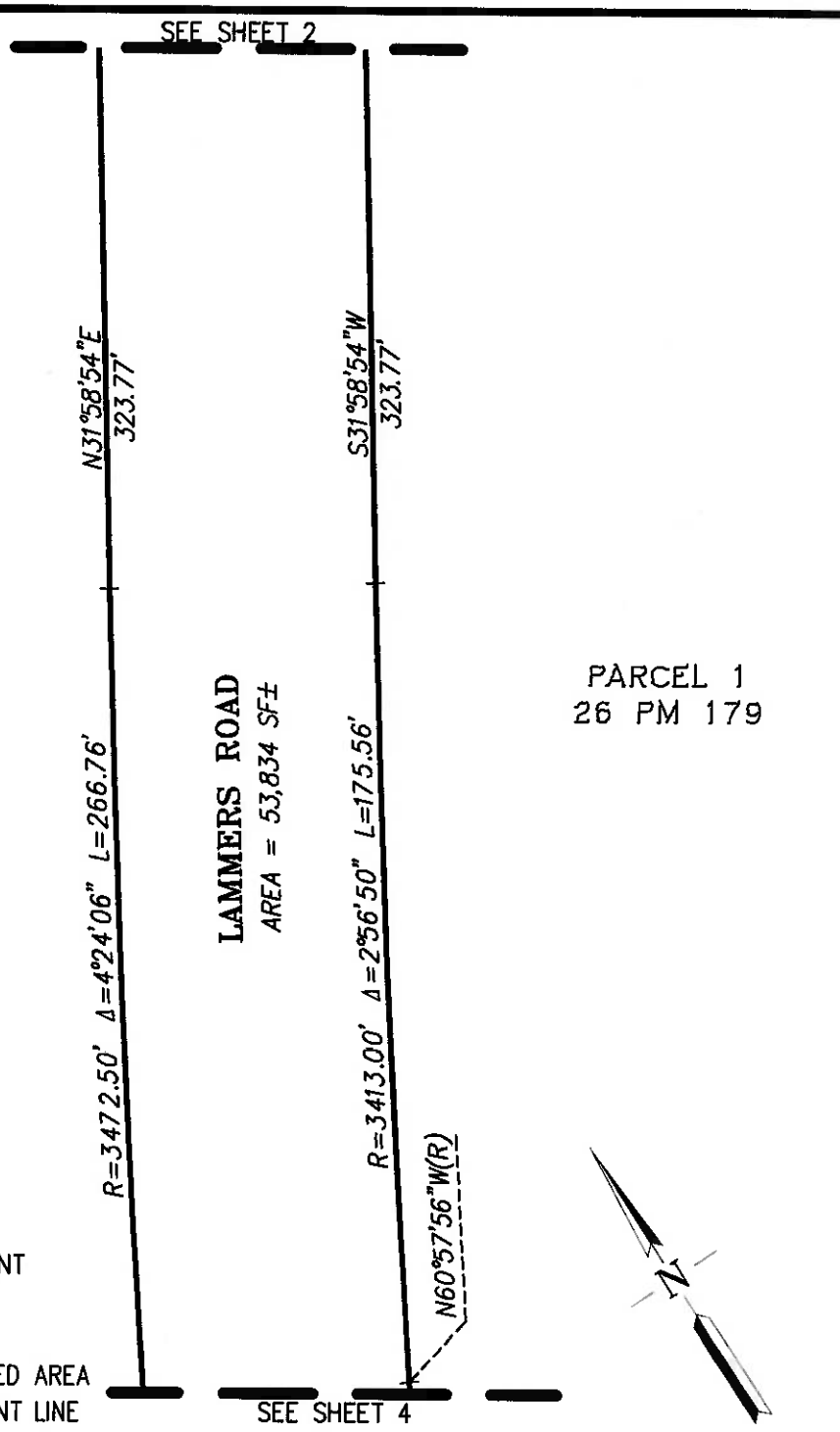
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
– – – – –	PUBLIC UTILITY EASEMENT LINE
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

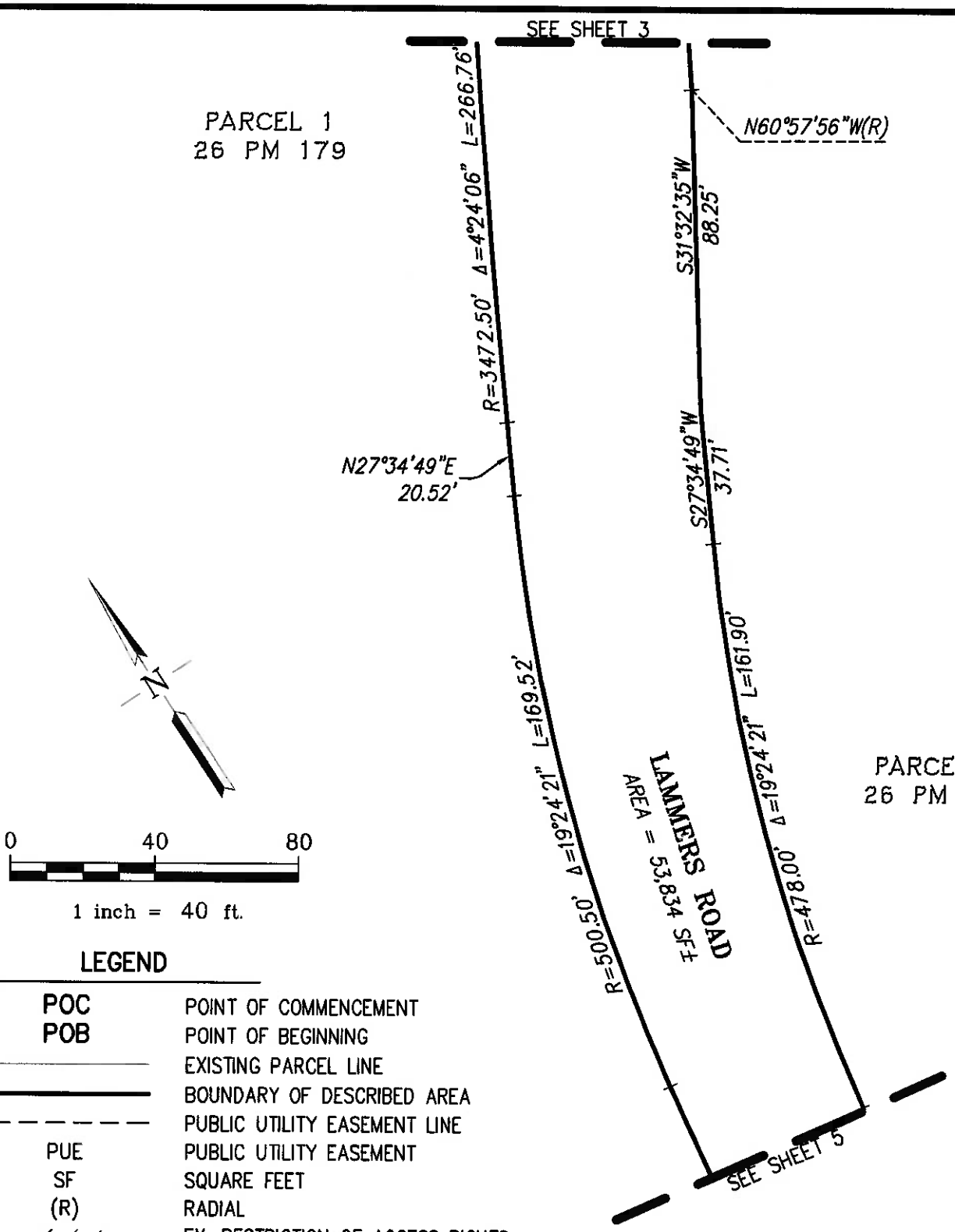
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
– – – – –	PUBLIC UTILITY EASEMENT LINE
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

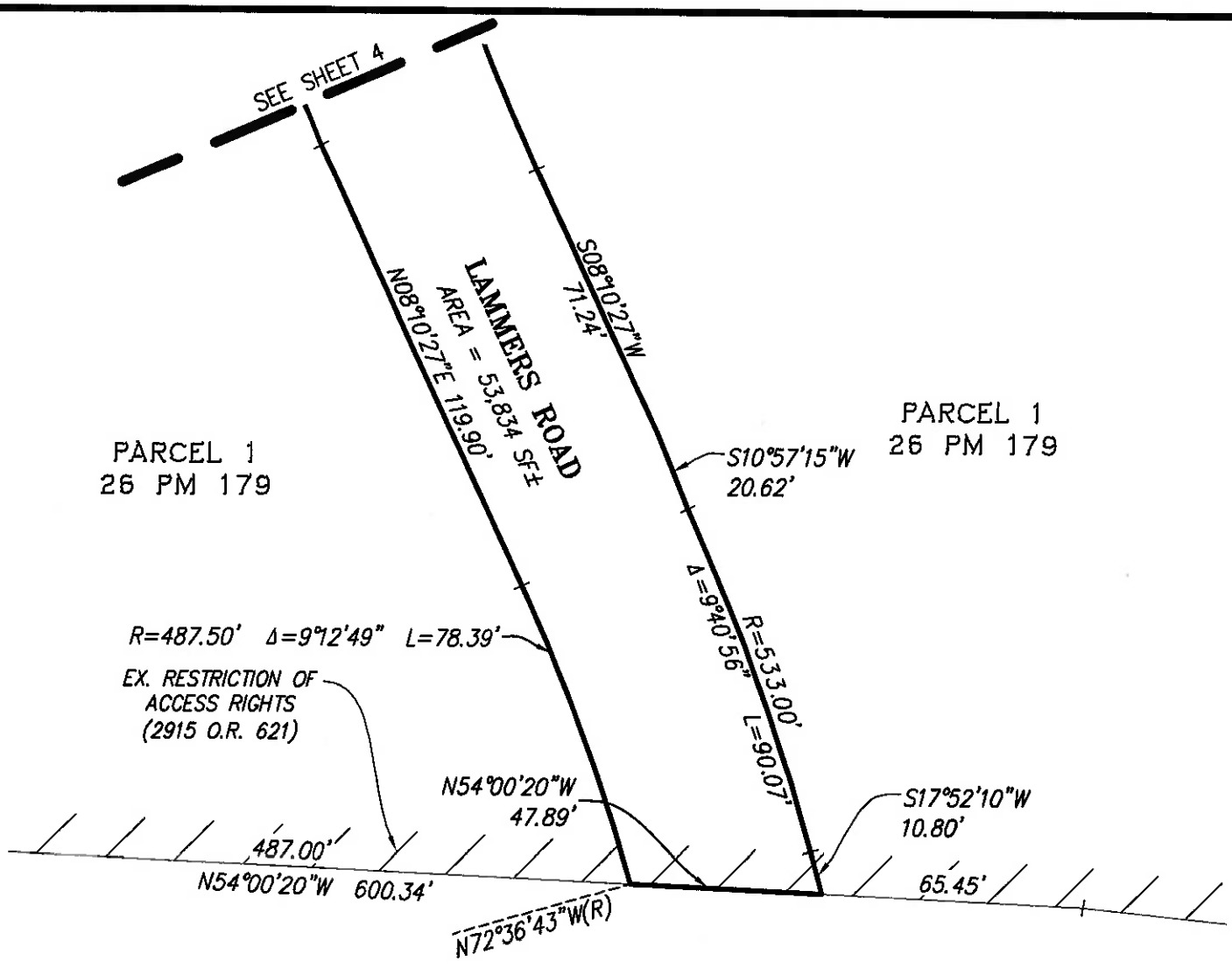
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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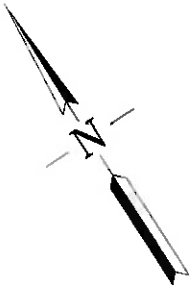
SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
– – – – –	PUBLIC UTILITY EASEMENT LINE
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)



0 40 80

1 inch = 40 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 5 OF 5

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APN: a portion of 25106016

IRREVOCABLE OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase IB, LLC, a Delaware limited liability company represents that, as the owner of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants a public utility easement to THE CITY OF TRACY, A MUNICIPAL CORPORATION, over, under, and through, the hereinafter described real property.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this _____ day of _____, 2024
Corporation/Business Name: Tracy Phase IB, LLC, a Delaware limited liability company

Grantor Signatures:

Signature

_____

James Broderick, Authorized Representative

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of easement interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 b efore me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/ ~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

Real property situate in the City of Tracy, County of San Joaquin, State of California and being portions of Parcel 1 as said parcel is shown on the Parcel Map filed in Book 26 of Parcel Maps at Page 179, San Joaquin County Records and more particularly described as follows:

PUE-1

Commencing at the northeasterly terminus of a curve segment of the southeasterly line of the Lammers Road Dedication labeled with the curve data with a radius of 3413.00 feet, a central angle of 02°56'50" and an arc length of 175.56 feet; thence southwesterly along said curve to the left, which a radial bears South 58°01'06" East to the radius point, having a central angle of 00°55'06" and an arc length of 54.70 feet to the **Point of Beginning**; thence across said Parcel 1 (26 PM 179) the following three (3) courses:

1) South 58°56'11" East 5.00 feet;
2) southeasterly along a non-tangent curve to the left, which a radial bears South 58°56'11" East to the radius point, having a radius of 3408.00 feet, a central angle of 00°22'50" and an arc length of 22.63 feet; and
3) North 59°19'01" West 5.00 feet

to first said curve on said southeasterly line; thence northwesterly along last said line along a non-tangent curve to the right, which a radial bears South 59°19'01" East to the radius point, having a radius of 3413.00 feet, a central angle of 00°22'50" and an arc length of 22.67 feet to the **Point of Beginning**.

Containing a land area of 113 square feet, more or less.

PUE-2

Commencing at the northeasterly terminus of a line segment of the southeasterly line of the Lammers Road Dedication labeled with the course South 31°32'35" West 88.25 feet; thence along said line segment South 31°32'35" West 47.04 feet to the **Point of Beginning**; thence across said Parcel 1 (26 PM 179) the following three (3) courses:

1) South 58°27'25" East 4.00 feet;
2) South 31°32'25" West 19.42 feet; and
3) North 58°27'25" West 4.00 feet

to said line segment on said southeasterly line; thence along last said line North 31°32'35" East 19.42 feet to the **Point of Beginning**.

Containing a land area of 78 square feet, more or less.

EXHIBIT A

PUE-3

Beginning at the southwesterly terminus of a line segment of the southeasterly line of the Lammers Road Dedication labeled with the course South 31°32'35" West 88.25 feet; thence along said line segment North 31°32'35" East 13.68 feet; thence across said Parcel 1 (26 PM 179) the following four (4) courses:

1) South 58°27'25" East 4.00 feet;
2) South 31°32'35" West 13.64 feet;
3) southwesterly along a non-tangent curve to the left, which a radial bears South 61°22'57" East to the radius point, having a radius of 3418.92 feet, a central angle of 00°05'46" and an arc length of 5.74 feet; and
4) North 61°28'43" West 3.89 feet

to said southeasterly line; thence along last said line North 27°34'49" East 5.92 feet to the **Point of Beginning**;

Containing a land area of 78 square feet, more or less.

PUE-4

Beginning at the southwesterly terminus of a line segment of the southeasterly line of the Lammers Road Dedication labeled with the course South 27°34'49" West 37.71 feet; thence along said line segment North 27°34'49" East 17.50; thence across said Parcel 1 (26 PM 179) the following three (3) courses:

1) South 62°25'11" East 3.00 feet;
2) South 27°34'49" West 17.50 feet; and
3) North 62°25'11" West 3.00 feet to the **Point of Beginning.**

Containing a land area of 53 square feet, more or less.

See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part thereof.

END OF DESCRIPTION

EXHIBIT A

This description and its accompanying plat were prepared by or under the direction of:

Scott Shortlidge

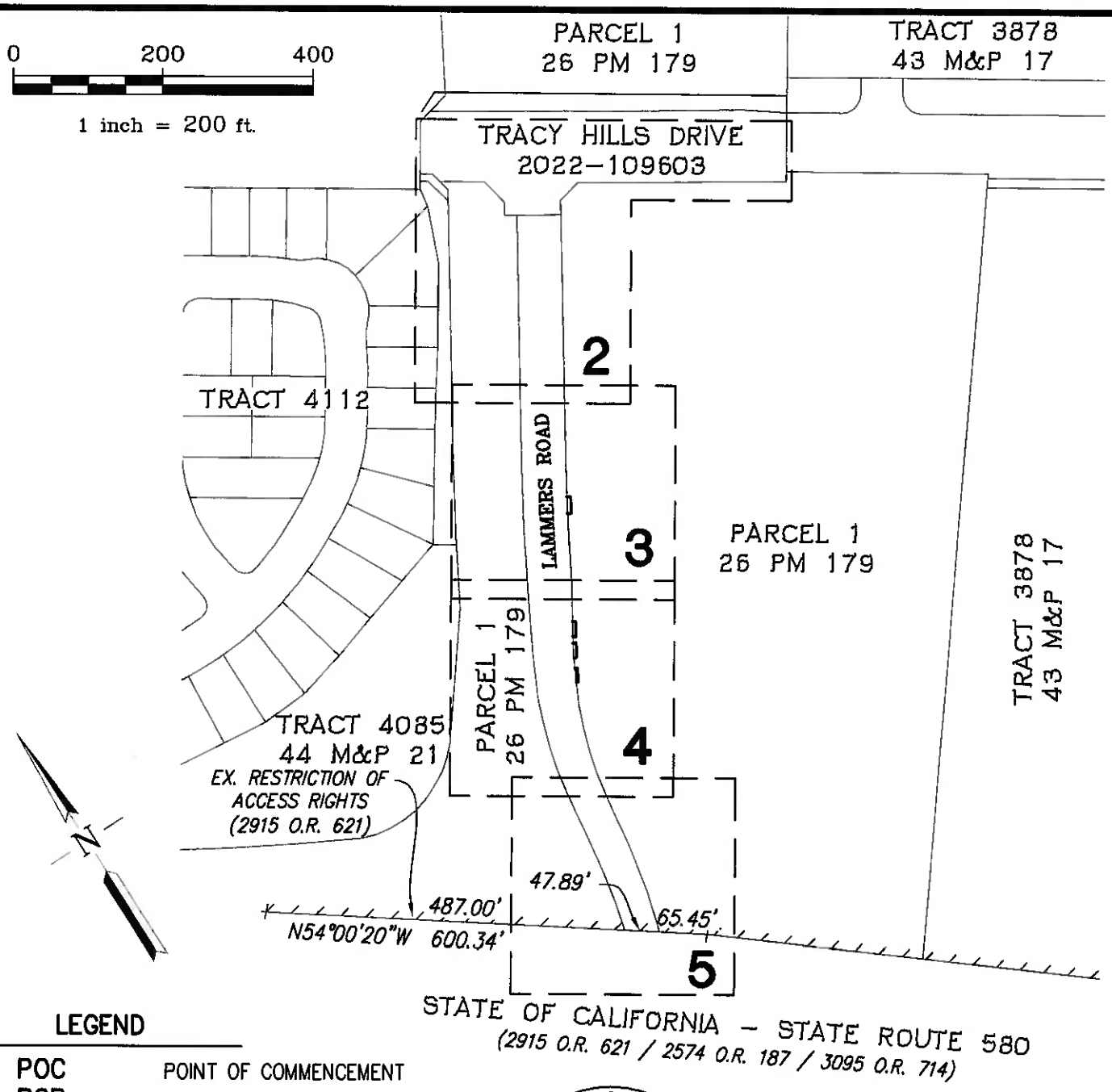
Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:10:46 -07'00'

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott A. Shortlidge

Date

EXHIBIT B
PLAT



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:10:17 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

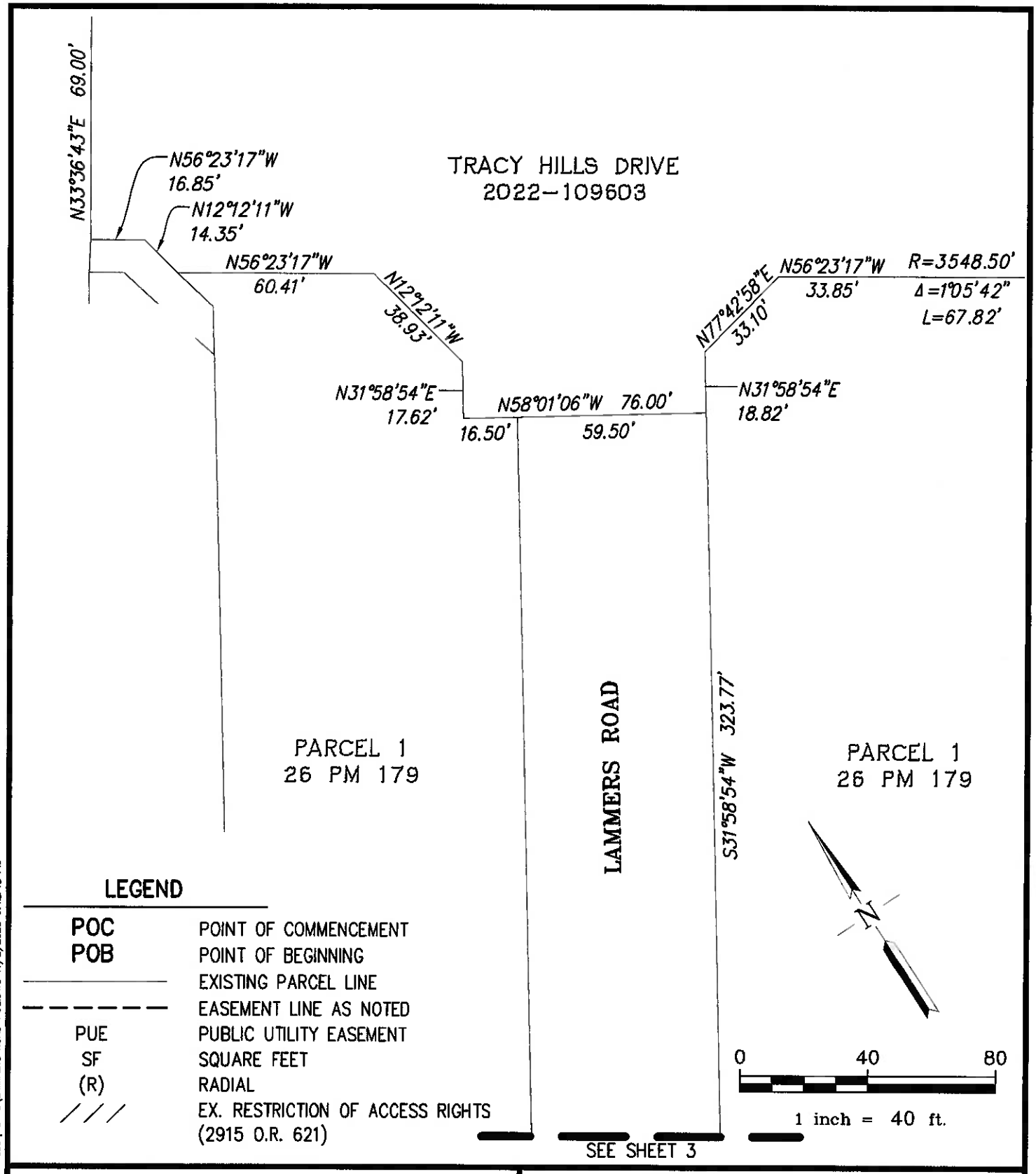
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 5

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 200'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

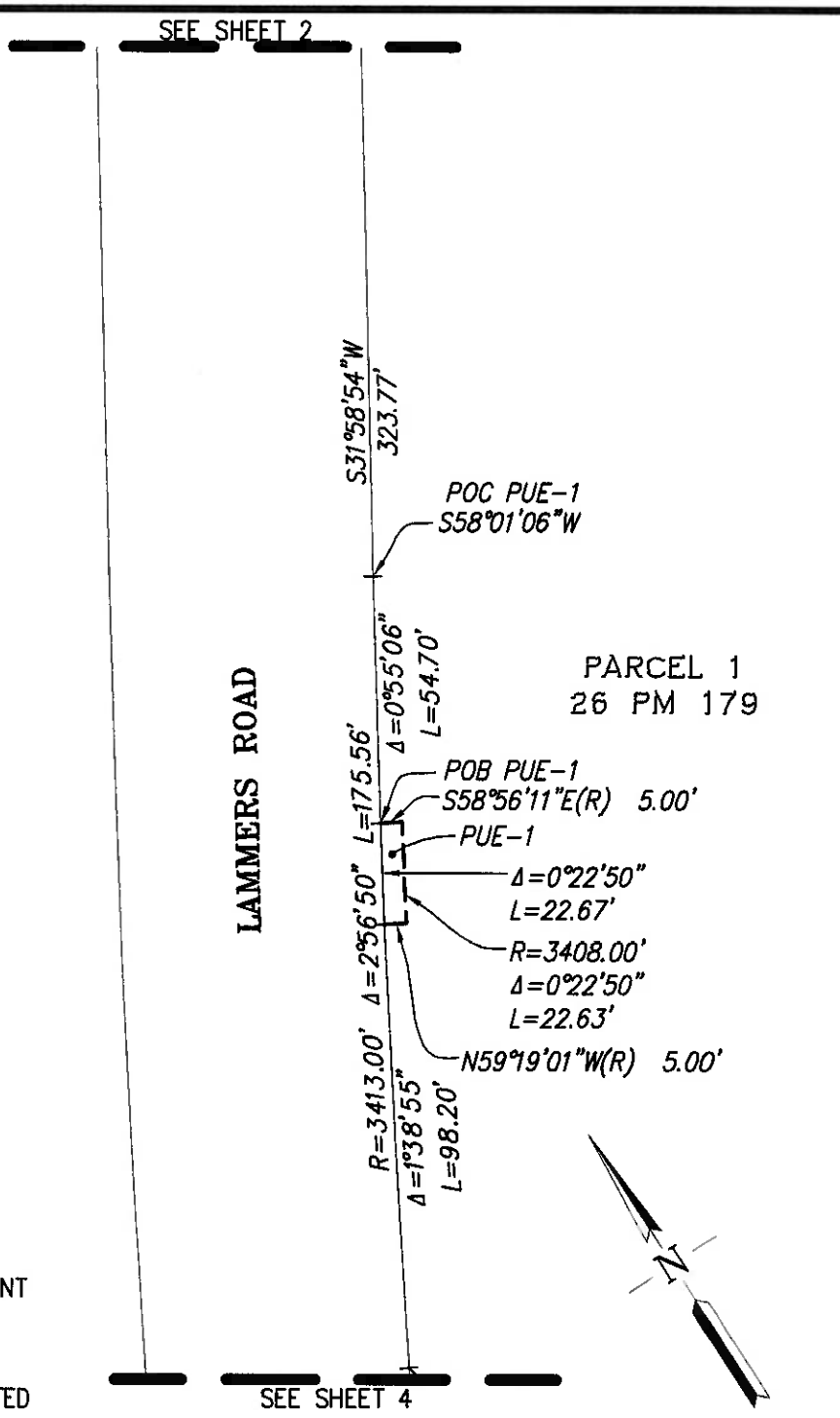
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

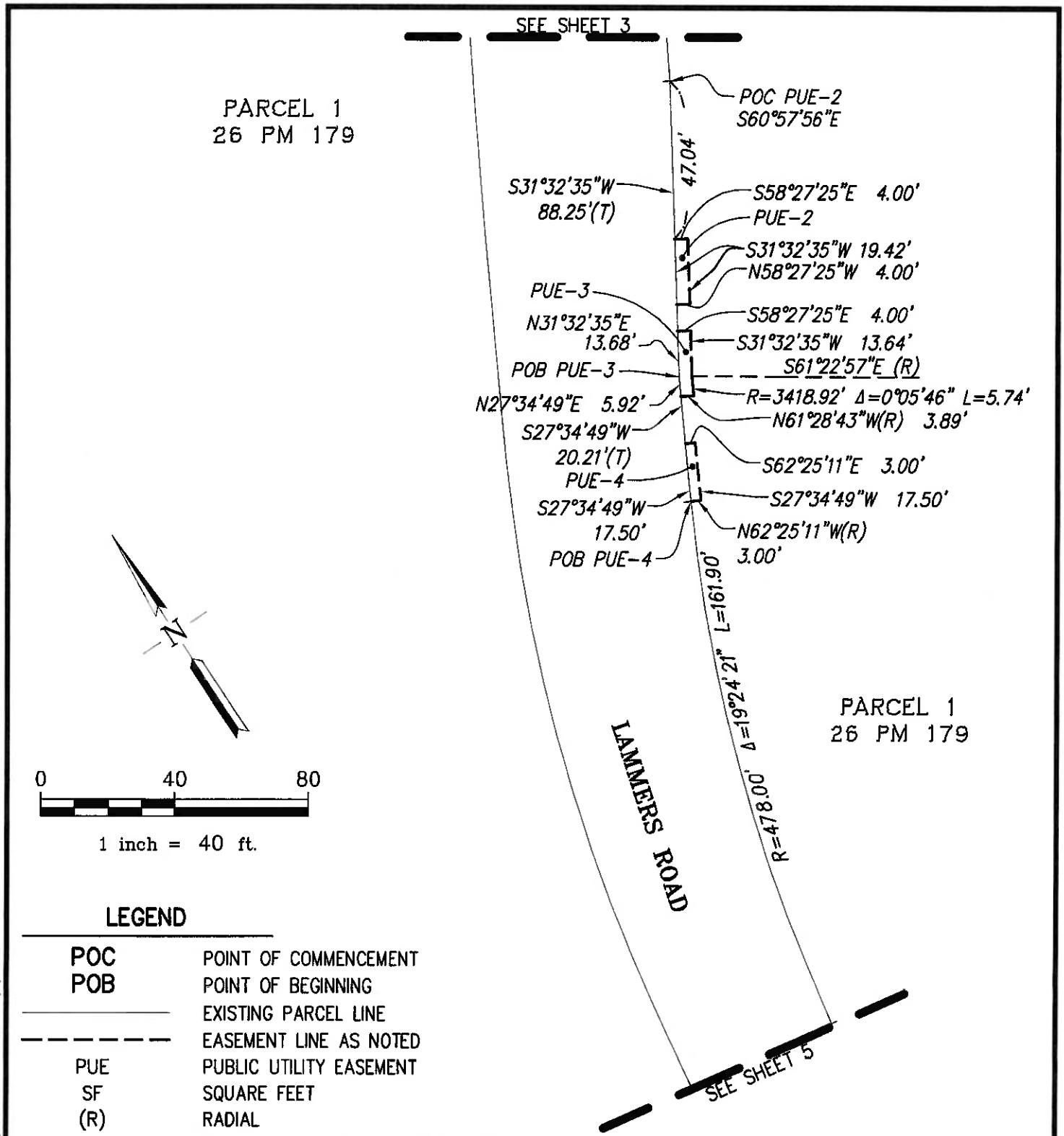
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

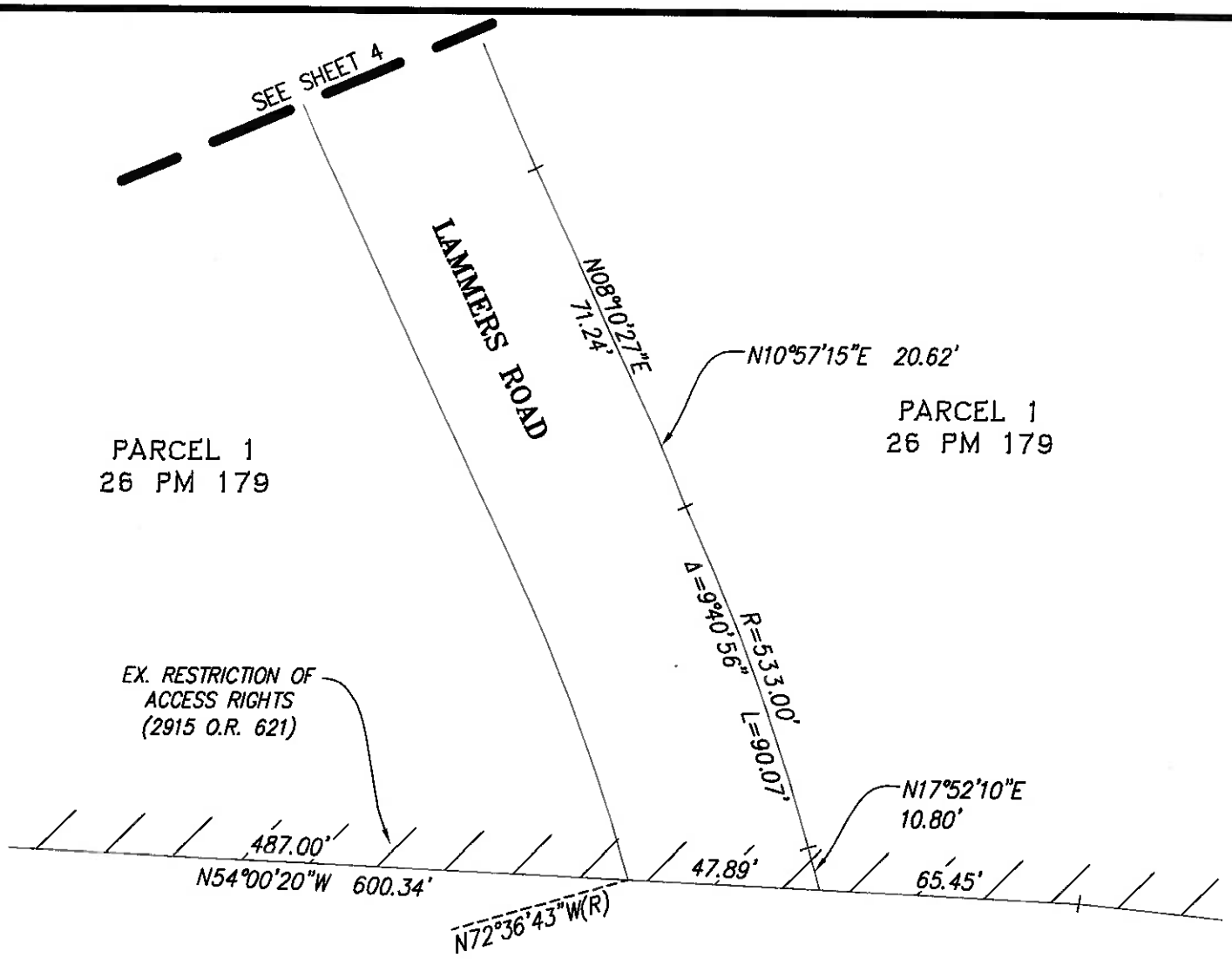
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

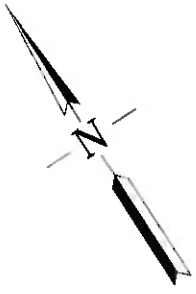
SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)



0 40 80

1 inch = 40 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 5 OF 5

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APN: a portion of 25106024

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company represents that, as the owner of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public park and public recreational purposes and all ancillary uses related to such uses.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company

Grantor Signatures:

Signature



James Broderick, Authorized Representative

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

Real property situate in the City of Tracy, County of San Joaquin, State of California and being a portion of New Parcel A as described in the Grant Deed to TRACY PHASE 4, LLC, as recorded in Document No. 2023-097078, Official Records of San Joaquin County and more particularly described as follows:

Beginning at an easterly corner of New Parcel A, same corner being the southeastern terminus of a course labeled North 52° 06' 57" West 876.82 feet; same corner being at the beginning of a tangent curve to the right;

Thence along the easterly boundary of New Parcel A for the following four (4) courses:

1) In a southerly direction 128.81 feet along the arc of said curve to the right, having a radius of 82.00 feet and through a central angle of 90° 00' 00";
2) South 37° 53' 03" West 292.50 for the beginning of a curve to the right;
3) In a westerly direction 31.42 feet along the arc of said curve to the right, having a radius of 20.00 feet and through a central angle of 90° 00' 00";
4) North 52° 06' 57" West 21.00 feet for the beginning of a curve to the left;

Thence crossing through said New Parcel A for the following thirteen (13) courses:

1) In a westerly direction with said curve turning to the left an arc length of 222.80 feet, having a radius of 278.50 feet and through a central angle of 45° 50' 12";
2) South 82° 02' 51" West 188.45 feet for the beginning of a curve to the right;
3) In a westerly direction 217.20 feet along the arc of said curve to the right, having a radius of 271.50 feet and through a central angle of 45° 50' 12";
4) North 52° 06' 57" West 351.10 feet for the beginning of a curve to the right;
5) In a northerly direction 19.41 feet along the arc of said curve to the right, having a radius of 25.00 feet and through a central angle of 44° 29' 36" for the point of reverse curvature;
6) In a northerly direction 77.66 feet along the arc of said reverse curve turning to the left, having a radius of 50.00 feet and through a central angle of 88° 59' 11" for the point of reverse curvature;
7) In a northerly direction 19.41 feet along the arc of said reverse curve turning to the right, having a radius of 25.00 feet and through a central angle of 44° 29' 36";
8) North 52° 06' 57" West 130.44 feet;
9) North 37° 53' 03" East 687.00 feet;

10) South 52° 06' 57" East 10.21 feet for the beginning of a curve to the left;
11) In a southeasterly direction 43.68 feet along the arc of said curve to the left, having a radius of 200.00 feet and through a central angle of 12° 30' 44" for the point of reverse curvature;
12) In a southeasterly direction 43.68 feet along the arc of said reverse curve turning to the right, having a radius of 200.00 feet and through a central angle of 12° 30' 44";
13) South 52° 06' 57" East 97.81 feet to an ell corner of said New Parcel A, same corner being the northwestern terminus of a course labeled North 52° 06' 57" West – 876.82 feet

Thence along the east line of New Parcel A South 52° 06' 57" East 876.82 feet to the **Point of Beginning.**

Containing a land area of 707,960 square feet (16.25 acres), more or less.

See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part thereof.

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:

Scott Shortlidge

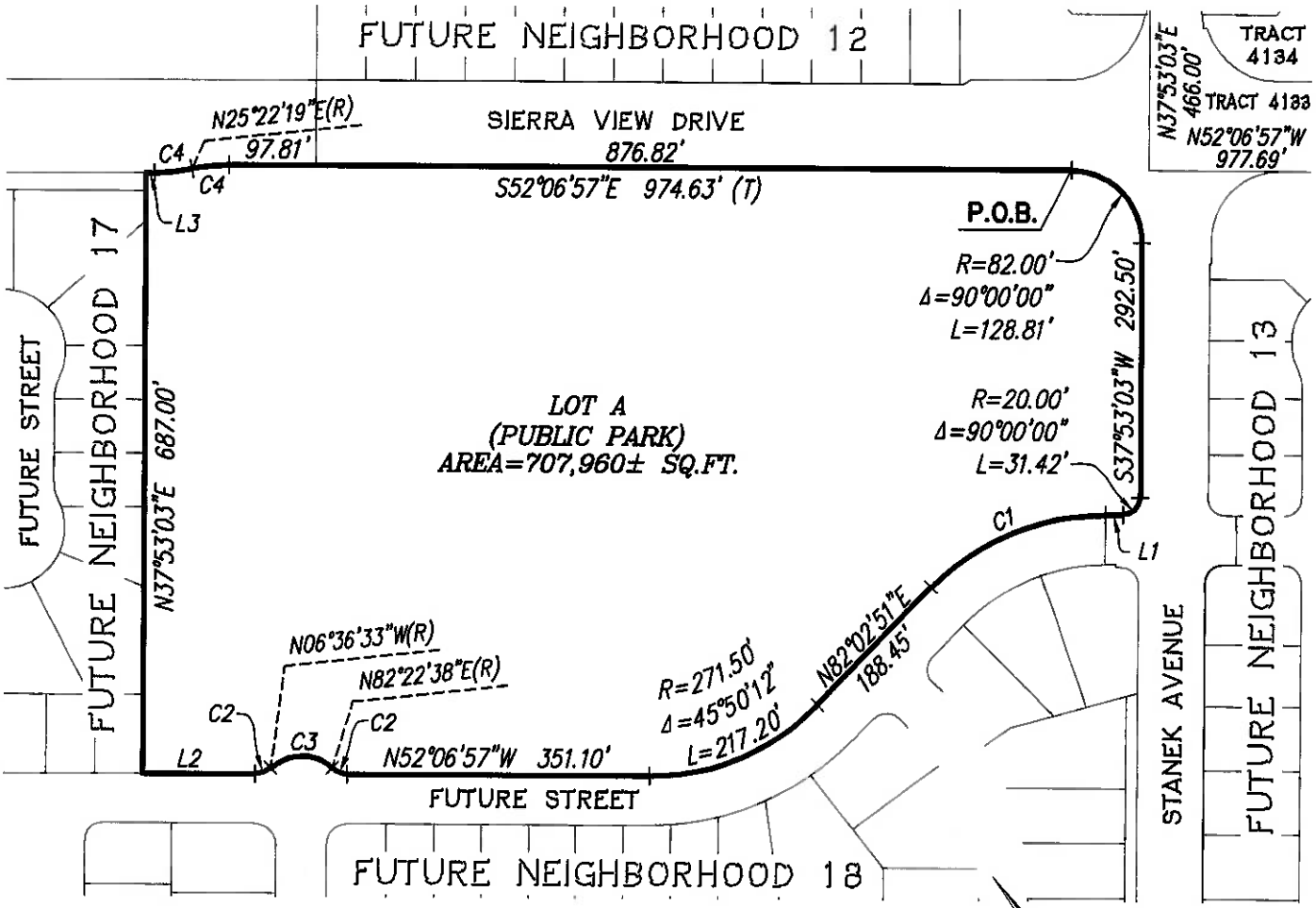
Digitally signed by Scott Shortlidge
Date: 2024.04.24 15:17:22 -07'00'



Scott A. Shortlidge

Date

EXHIBIT B
PLAT



Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	21.00'
L2	N52°06'57"W	130.44'
L3	S52°06'57"E	10.21'

Curve Table			
Curve	Radius	Delta	Length
C1	278.50'	45°50'12"	222.80'
C2	25.00'	44°29'36"	19.41'
C3	50.00'	88°59'11"	77.66'
C4	200.00'	12°30'44"	43.68'

LEGEND

P.O.B.	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET
(T)	TOTAL

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 15:16:58 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PARK

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 200'	01-02-2023	201068VTM

G:\JOB2020\201068VTM\SURVEY\CAD FILES\PLATS\LOT 2 PARK 100.DWG 1/2/2024 10:31:36 AM

ATTACHMENT G-8

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
Recorder's use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

Space above this line for

APN: a portion of 25106033 and 25106024

GRANT OF ACCESS AND PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, and DRP SOLARIS MULTISTATE, LLC, represent that, as the owner of the herein described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants to THE CITY OF TRACY, A MUNICIPAL CORPORATION ("Grantee") (i) an access easement over, under, and through, the hereinafter described real property for roadway, pedestrian and vehicular access for Grantee's employees, agents, contractors, and invitees (and not the general public); and (ii) a Public Utility Easement over, under, and through, the hereinafter described real property.

Grantor shall have the obligation to maintain and repair the roadway improvements within the easement area until such improvements are accepted by Grantee.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company and Tracy Phase 4, LLC a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

_____

By: James Broderick
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: _____

Name:_____
Its: Authorized Signatory

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
Recorder's use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

Space above this line for

APN: a portion of 25106033 and 25106024

GRANT OF ACCESS AND PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, and DRP SOLARIS MULTISTATE, LLC, represent that, as the owner of the herein described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants to THE CITY OF TRACY, A MUNICIPAL CORPORATION ("Grantee") (i) an access easement over, under, and through, the hereinafter described real property for roadway, pedestrian and vehicular access for Grantee's employees, agents, contractors, and invitees (and not the general public); and (ii) a Public Utility Easement over, under, and through, the hereinafter described real property.

Grantor shall have the obligation to maintain and repair the roadway improvements within the easement area until such improvements are accepted by Grantee.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this 9th day of May, 2024
Corporation/Business Name: DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company and Tracy Phase 4, LLC a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

_____

By: _____
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: Houdin Honarvar

Name: Houdin Honarvar
Its: Authorized Signatory

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

State of New York)
) ss.:
County of New York)

On the 9th day of May in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment.)

MILA JANETTE SUNIO
Notary Public - State of New York
NO. 01SU6431449
Qualified in New York County
My Commission Expires Apr 4, 2026

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO DRP SOLARIS MULTISTATE, LLC, RECORDED ON JANUARY 12, 2024 AS **DOCUMENT NO. 2024-003609**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EAST CORNER ON SAID NEW PARCEL B AND BEING AT THE NORTHWESTERLY TERMINUS OF A COURSE LABELED AS SOUTH 52° 06' 57" EAST, 26.50 FEET TO THE **POINT OF BEGINNING** HEREOF;

THENCE CONTINUING ALONG THE EAST LINE OF NEW PARCEL B, SOUTH 52° 06' 57" EAST, 30.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, AND CROSSING THROUGH NEW PARCEL B, FOR THE FOLLOWING NINE (9) COURSES:

1) SOUTH 37° 53' 03" WEST 374.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
2) IN A SOUTHWESTERLY DIRECTION, 51.16 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1023.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54" FOR THE BEGINNING OF A REVERSE CURVE;
3) IN A SOUTHWESTERLY DIRECTION, 48.86 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 977.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54";
4) SOUTH 37° 53' 03" WEST 942.13 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
5) IN A SOUTHWESTERLY DIRECTION, 176.51 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 474.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";
6) SOUTH 16° 34' 16" WEST 594.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

EXHIBIT A

7) IN A SOUTHERLY DIRECTION, 51.16 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1023.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54" FOR THE BEGINNING OF A REVERSE CURVE;
8) IN A SOUTHERLY DIRECTION, 48.86 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 977.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54";
9) SOUTH 16° 34' 16" WEST 167.91 FEET TO THE SOUTH LINE OF NEW PARCEL B;

THENCE ALONG SAID SOUTH LINE, NORTH 73° 25' 44" WEST 30.00 FEET;

THENCE CROSSING THROUGH NEW PARCEL B FOR THE FOLLOWING NINE (9) COURSES:

1) NORTH 16° 34' 16" EAST 167.91 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
2) IN A NORTHERLY DIRECTION, 50.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1007.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54" FOR THE BEGINNING OF A REVERSE CURVE;
3) IN A NORTHERLY DIRECTION, 49.66 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 993.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54";
4) NORTH 16° 34' 16" EAST 594.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
5) IN A NORTHEASTERLY DIRECTION, 187.66 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 504.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";
6) NORTH 37° 53' 03" EAST 942.13 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
7) IN A NORTHEASTERLY DIRECTION, 50.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1007.00 FEET AND THROUGH

EXHIBIT A

A CENTRAL ANGLE OF 02° 51' 54" FOR THE BEGINNING OF A REVERSE CURVE;

8) IN A NORTHEASTERLY DIRECTION, 49.66 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 993.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54";

9) NORTH 37° 53' 03" EAST 374.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **73,840 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:46:34 -07'00'

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

DATE

SCOTT A. SHORTLIDGE

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL A AS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON NOVEMBER 29, 2023, UNDER **DOCUMENT NO. 2023-097078**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF STANEK AVENUE AS CREATED BY THE IRREVOCABLE OFFER OF DEDICATION RECORDED ON _____, UNDER DOCUMENT NO. _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING AT THE EASTERLY TERMINUS OF THE LINE LABELED AS NORTH 73° 25' 44" WEST - 57.00 FEET;

THENCE ALONG SAID LINE NORTH 73° 25'44" WEST - 5.50 FEET FOR THE **POINT OF BEGINNING**;

THENCE ACROSS NEW PARCEL A THE FOLLOWING THIRTY (30) COURSES:

1) SOUTH 16° 34' 16" WEST - 568.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
2) IN A SOUTHERLY DIRECTION 25.83 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1023.00 FEET AND THROUGH A CENTRAL ANGLE OF 01° 26' 48";
3) SOUTH 18° 01' 04" WEST - 274.35 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

EXHIBIT A

4) IN A SOUTHWESTERLY DIRECTION 130.23 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 273.00 FEET AND THROUGH A CENTRAL ANGLE OF 27° 19' 53";

5) SOUTH 45° 20' 57" WEST - 205.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 393.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 273.00 FEET AND THROUGH A CENTRAL ANGLE OF 82° 32' 06";

7) NORTH 52° 06' 57" WEST - 177.53 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A NORTHWESTERLY DIRECTION 75.70 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 977.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 26' 21";

9) WITH A REVERSE CURVE TO THE RIGHT, IN A NORTHWESTERLY DIRECTION 79.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1023.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 26' 21";

10) NORTH 52° 06' 57" WEST - 625.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

11) IN A NORTHERLY DIRECTION 502.82 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1269.00 FEET AND THROUGH A CENTRAL ANGLE OF 22° 42' 09";

12) SOUTH 60° 35' 12" WEST - 5.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 60° 35' 12" EAST;

EXHIBIT A

13) IN A NORTHWESTERLY DIRECTION 30.00 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1274.50 FEET AND THROUGH A CENTRAL ANGLE OF 01° 20' 55";

14) NORTH 61° 56' 07" EAST - 5.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 61° 56' 07" EAST;

15) IN A NORTHWESTERLY DIRECTION 101.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1269.00 FEET AND THROUGH A CENTRAL ANGLE OF 4° 35' 48";

16) NORTH 23° 28' 05" WEST - 27.75 FEET;

17) NORTH 66° 31' 55" EAST - 30.00 FEET;

18) SOUTH 23° 28' 05" EAST - 27.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

19) IN A SOUTHEASTERLY DIRECTION 619.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1239.00 FEET AND THROUGH A CENTRAL ANGLE OF 28° 38' 52";

20) SOUTH 52° 06' 57" EAST - 625.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

21) IN A SOUTHEASTERLY DIRECTION 76.94 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 993.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 26' 21";

22) WITH A REVERSE CURVE TO THE RIGHT, IN A SOUTHEASTERLY DIRECTION 78.02 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 1007.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 26' 21";

23) SOUTH 52° 06' 57" EAST - 177.53 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

24) IN AN EASTERLY DIRECTION 350.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 243.00 FEET AND THROUGH A CENTRAL ANGLE OF 82° 32' 06";

25) NORTH 45° 20' 57" EAST - 205.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

26) IN A NORTHEASTERLY DIRECTION 115.92 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 243.00 FEET AND THROUGH A CENTRAL ANGLE OF 27° 19' 53";

27) NORTH 18° 01' 04" EAST - 274.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

28) IN A SOUTHERLY DIRECTION 25.07 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 993.00 FEET AND THROUGH A CENTRAL ANGLE OF 01° 26' 48";

29) NORTH 16° 34' 16" EAST - 568.03 FEET;

30) SOUTH 73° 25' 44" EAST - 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **95,583 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B – PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART THEREOF.

EXHIBIT A

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:46:57 -07'00'



SCOTT A. SHORTLIDGE _____ DATE

EXHIBIT B
PLAT

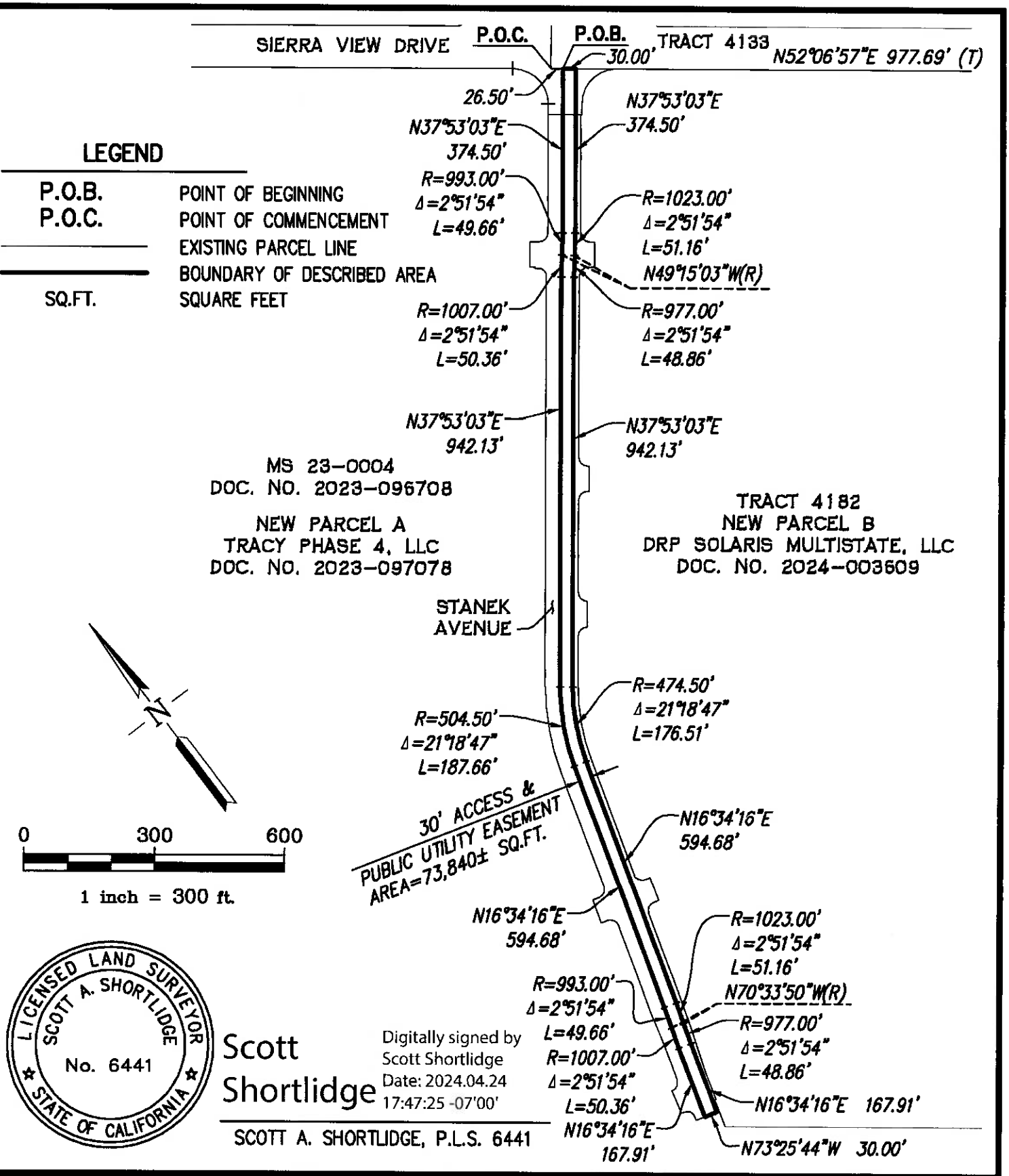


EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
ACCESS AND PUBLIC UTILITY EASEMENT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 300'	4-24-2024	201068VTM

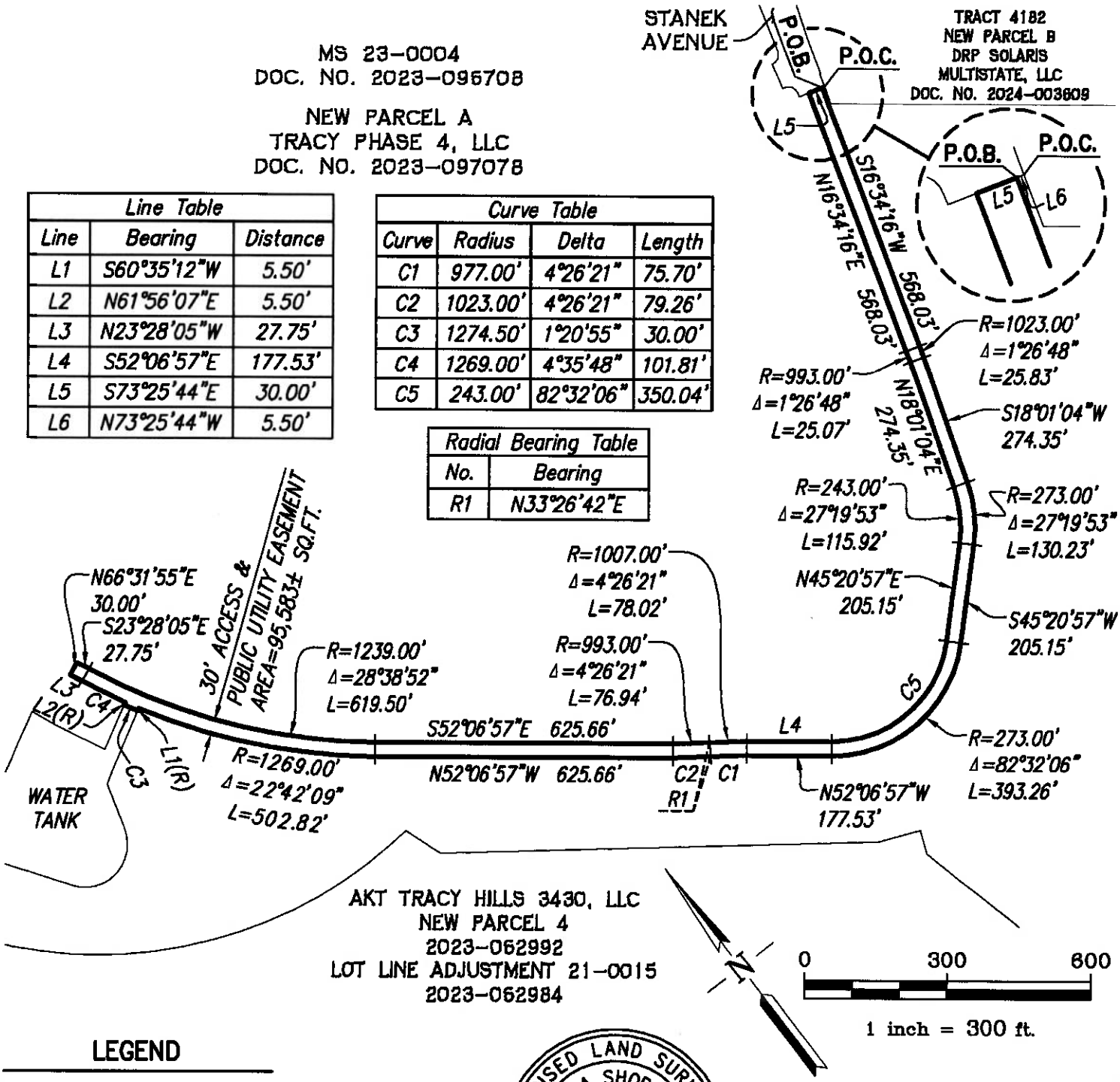
MS 23-0004
DOC. NO. 2023-096708

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

Line Table		
Line	Bearing	Distance
L1	S60°35'12"W	5.50'
L2	N61°56'07"E	5.50'
L3	N23°28'05"W	27.75'
L4	S52°06'57"E	177.53'
L5	S73°25'44"E	30.00'
L6	N73°25'44"W	5.50'

Curve Table			
Curve	Radius	Delta	Length
C1	977.00'	4°26'21"	75.70'
C2	1023.00'	4°26'21"	79.26'
C3	1274.50'	1°20'55"	30.00'
C4	1269.00'	4°35'48"	101.81'
C5	243.00'	82°32'06"	350.04'

Radial Bearing Table	
No.	Bearing
R1	N33°26'42"E



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:47:50 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
ACCESS AND PUBLIC UTILITY EASEMENT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 300'	4-24-2024	201068VTM

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-____

FOR THE RESIDENTIAL DEVELOPMENT PROJECT COMMONLY KNOWN AS PHASE 2 OF THE TRACY HILLS SPECIFIC PLAN:

APPROVING AND AUTHORIZING THE RECORDATION OF 7 FINAL SUBDIVISION MAPS (TRACTS 4132 THROUGH 4138) LOCATED WITHIN THE TRACY HILLS SPECIFIC PLAN AREA, 7 SUBDIVISION IMPROVEMENT AGREEMENTS, AND 3 CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENTS, 4 OFFSITE IMPROVEMENT AGREEMENTS, AND 4 CONDITIONAL OFFSITE IMPROVEMENT AGREEMENTS, 7 IRREVOCABLE OFFERS OF DEDICATION OF FEE AND EASEMENT INTERESTS.

WHEREAS, Lennar Homes of California, LLC, is a subdivider (Developer) within the residential development project commonly known as Tracy Hills Specific Plan (Project); and

WHEREAS, on April 5, 2016, City Council certified an Environmental Impact Report and approved a General Plan Amendment and a comprehensive update to the Tracy Hills Specific Plan; and

WHEREAS, on June 18, 2019, City Council passed Ordinance 1270 and amended the Tracy Hills Specific Plan; and

WHEREAS, on May 19, 2020, City Council passed Ordinance 1286 and amended the Tracy Hills Specific Plan; and

WHEREAS, on July 21, 2020, City Council passed Ordinance 1294 and amended the Tracy Hills Specific Plan; and

WHEREAS, on November 3, 2020, an application was submitted for a Vesting Tentative Subdivision Map (VTSM) for the Phase 2 of the Project to create 1,470 single-family residential lots and various other parcels on approximately 1,143 acres located south of I-580, west of Corral Hollow Road, Application Number TSM20-0003; and

WHEREAS, on October 6, 2021, the Planning Commission held a duly noticed public hearing and recommended that the City Council approve the VTSM for the Tracy Hills Phase 2 Project Application Number TSM20-0003; and

WHEREAS, on October 19, 2021, pursuant to Resolution 2021-153, the City Council approved General Plan Amendment for Tracy Hills Specific Plan Area GPA 21-0001 and pursuant to Resolution 2021-154, the City Council approved the VTSM; and

WHEREAS, the VTSM is subject to certain Conditions of Approval (COAs) as shown on Attachment A, which describe, among other things, improvements that are required for approval of a Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards; and

WHEREAS, staff recommends that the City Council approve the proposed Final Subdivision Maps for Tracts 4132, 4133, 4134, 4135, 4136, 4137, and 4138, as shown on Attachment B-1 through B-7; and

WHEREAS, since the required improvements set forth in the COAs will not be completed prior to the recordation of the Final Maps, the Developer is required to execute the legally binding agreements guaranteeing the completion of the improvements, as authorized by Government Code Section 66462; and

WHEREAS, the Developer has guaranteed the construction of all public facilities necessary to serve the subdivision or mitigate any impacts created by the subdivision and has submitted the required security to guarantee completion of the required facilities through legally binding Subdivision Improvement Agreements (SIAs), Conditional Subdivision Improvement Agreements (CSIAs), Offsite Improvement Agreements (OIAs), and Conditional Offsite Improvement Agreements (COIAs); and

WHEREAS, staff recommends that the City Council approve, concurrently with approval of the final maps, the proposed seven SIAs for Tracts 4132, 4133, 4134, 4135, 4136, 4137, and 4138; and

WHEREAS, the proposed SIAs are for the construction of streets, sidewalks curbs, gutters, sewers, water, sewer, and storm drain mains, landscaping, underground utilities, traffic signs, street signs, and other subdivision improvements; and

WHEREAS, the Developer has executed those SIAs, shown in Attachments C-1 through C-7, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, staff recommends that the City Council approve the proposed CSIAs for the 2nd park, 3rd park, and 4th parks located on Lots G, Q, and P, respectively, on the VTSM; and

WHEREAS, when completed, the parks will provide recreation areas for the neighborhoods; and

WHEREAS, the Developer has executed those CSIAs, shown in Attachments D-2 through D-4, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, staff recommends that the City Council approve the proposed OIAs to address the four offsite improvement obligations; and

WHEREAS, the first proposed OIA is related to the Developer's obligation, under the COAs, to construct public roadway improvements to Corral Hollow Road, generally extending from I-580 to southern City limits; and

WHEREAS, the Developer has executed that OIA, shown in Attachment E-1, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the second proposed OIA is related to the Developer's obligation, under the Conditions of Approval, to for the construction of public roadway improvements to Sierra View (Lammers) Road, generally extending from Tracy Hills Drive to Corral Hollow Road; and

WHEREAS, when completed, the public roadway improvements will improve traffic flow; and

WHEREAS, the Developer has executed that OIA, shown in Attachment E-2, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the third proposed OIA is related to the Developer's obligation, under the Conditions of Approval, to design the public roadway improvements known as the Tracy Boulevard/Linne Road Intersection Improvements; and

WHEREAS, the Developer has executed that OIA, shown in Attachment E-3, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the fourth proposed OIA is related to the Developer's obligation, under the Conditions of Approval, to design the public roadway improvements known as the Linne Road/Macarthur Drive Intersection Improvement; and

WHEREAS, the Developer has executed that OIA, shown in Attachment E-4, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, staff recommends that the City Council approve the proposed COIAs to address the three offsite improvement obligations; and

WHEREAS, the first proposed COIA regards the Developer's obligation, under the Conditions of Approval, to construct public roadway improvements to Corral Hollow widening generally extending from the California Aqueduct to the Linne Road intersection; and

WHEREAS, the Developer has executed that COIA, shown in Attachment F-1, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the second proposed COIA is for the construction of public roadway and interchange improvements to Corral Hollow Road ramp terminals; and

WHEREAS, when completed, the public roadway improvements will improve traffic flow; and

WHEREAS, the Developer has executed that COIA, shown in Attachment F-2, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the third proposed COIA is for the construction of the zone 5 water line across Tracy Municipal Airport property; and

WHEREAS, when completed, the utility improvements will transport water to Phase 2; and

WHEREAS, the Developer has executed that COIA, shown in Attachment F-3, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the fourth proposed COIA is for the construction of sanitary sewer line in Corral Hollow Road; and

WHEREAS, the Developer has executed that COIA, shown in Attachment F-4, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, staff recommends that the City Council approve the following proposed Irrevocable Offers of Dedication (IODs) of Fee Interest:

- The first proposed IOD is the Sierra View Drive for public right of way purposes shown in Attachment G-3; and
- The second proposed IOD is the Lammers Road for public right of way purposes shown in Attachment G-5; and
- The third proposed IOD is the Stanek Avenue for public right of way purposes shown in Attachment G-2; and

WHEREAS, when completed, the right of ways will provide vehicular ingress and egress to the community; and

WHEREAS, the fourth proposed IOD is the fifteen (15) acre community park for public park purposes shown in Attachment G-7; and

WHEREAS, when completed, the park will provide recreation area to the community; and

WHEREAS, staff recommends that the City Council approve the following proposed Irrevocable Offers of Dedication (IODs) of Easements:

- The first proposed IOD is for public utility purposes adjacent to Sierra View Drive, shown in Attachment G-4; and
- The second proposed IOD is for public utility purposes adjacent to Lammers Road, shown in Attachment G-6; and
- The third proposed IOD is for public utility purposes adjacent to Stanek Avenue, shown in Attachment G-1; and

WHEREAS, when completed, the public utility easements will provide utility connections and services to the community; and

WHEREAS, approval of the Final Maps will enable the Developer to sell the individual residential lots and also allow the issuance of building permits to construct the single-family residential lots within the Final Maps and other facilities associated with the Project; and

WHEREAS, there will be no impact to the General Fund associated with the proposed items because the Developer will pay for the cost of review and recordation of the Final Maps, SIAs, CSIAs, OIAs, COIAs, and IODs, and the Developer has paid the applicable engineering plan check fees which includes the cost of review of the Improvement Plans; and

WHEREAS, all public outreach for the Tracy Hills development (notifications, public hearings, etc.) was conducted for the Planning Commission and City Council hearings that were held to consider the specific plan approval, EIR, and VTSM for the overall project; and

WHEREAS, this action is consistent with the Final Environmental Impact Report (EIR) certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, (SCH#2013102053); and

NOW, THEREFORE, BE IT RESOLVED: That the City Council hereby approves the Final Subdivision Maps for Tracy Hills Phase 2 Tracts 4132, 4133, 4134, 4135, 4136, 4137, and 4138, attached hereto as Exhibit B-1 through B-7 and as set forth on file with the City Engineer; and be it further

RESOLVED: That the City Council approves the Subdivision Improvement Agreements between City and Lennar Homes of California, LLC attached hereto as Exhibit C-1 through C-7 for the Tracy Hills subdivision improvements; and be it further

RESOLVED: That the City Council hereby approves the Conditional Subdivision Improvements Agreements between City and Lennar Homes of California, LLC attached hereto as Exhibit D-2 through D-4, for parks recreation; and be it further

RESOLVED: That the City Council hereby approves the Off-Site Improvement Agreement between City and Lennar Homes of California, LLC attached hereto as Exhibit E-1 through E-4, for the Corral Hollow widening, Sierra View Drive/Lammers Road improvements, Tracy Boulevard/Linne Road Intersection improvements, and Linne Road/MacArthur Drive Intersection Improvements; and be it further

RESOLVED: That the City Council hereby approves the Conditional Off-Site Improvement Agreement between City and Lennar Homes of California, LLC attached hereto as Exhibit F-1 through F-4, for the Corral Hollow widening from the California aqueduct to Linne Road intersection, the Corral Hollow Road/I-580 Interchange, the zone 5 water line across Tracy Municipal Airport property, and sanitary sewer line in Corral Hollow Road; and be it further

RESOLVED: That the City Council hereby approves the Irrevocable Offers of Dedication of Fee Interest between City and Lennar Homes of California, LLC attached hereto as Exhibits G-3, G-5, and G-2, respectively, for the Sierra View Drive, Lammers Road, and Stanek Avenue public right of ways, water tank site, and community park site; and be it further

RESOLVED: That the City Council hereby approves the Irrevocable Offers of Dedication of easements between City and Lennar Homes of California, LLC, attached hereto as Exhibit G-

4, G-6, and G-1, respectively**,** for the Sierra View Drive, Lammers Road, and Stanek Avenue public utility easements; and be it further

RESOLVED: That the City Council authorizes the City Manager and City Attorney to take all such actions necessary to effectuate the purposes of this Resolution; and be it further

RESOLVED: That the City Council hereby finds that the actions set forth herein are consistent with the Final Environmental Impact Report (EIR) certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, (SCH#2013102053), by Resolution No. 2016-063, and therefore, pursuant to CEQA Guidelines Sections 15162, no further environmental review is necessary.

* * * * * * * * * * * * * * *

The foregoing Resolution 2024-_____was adopted by the City Council on the 2nd day of July 2024 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

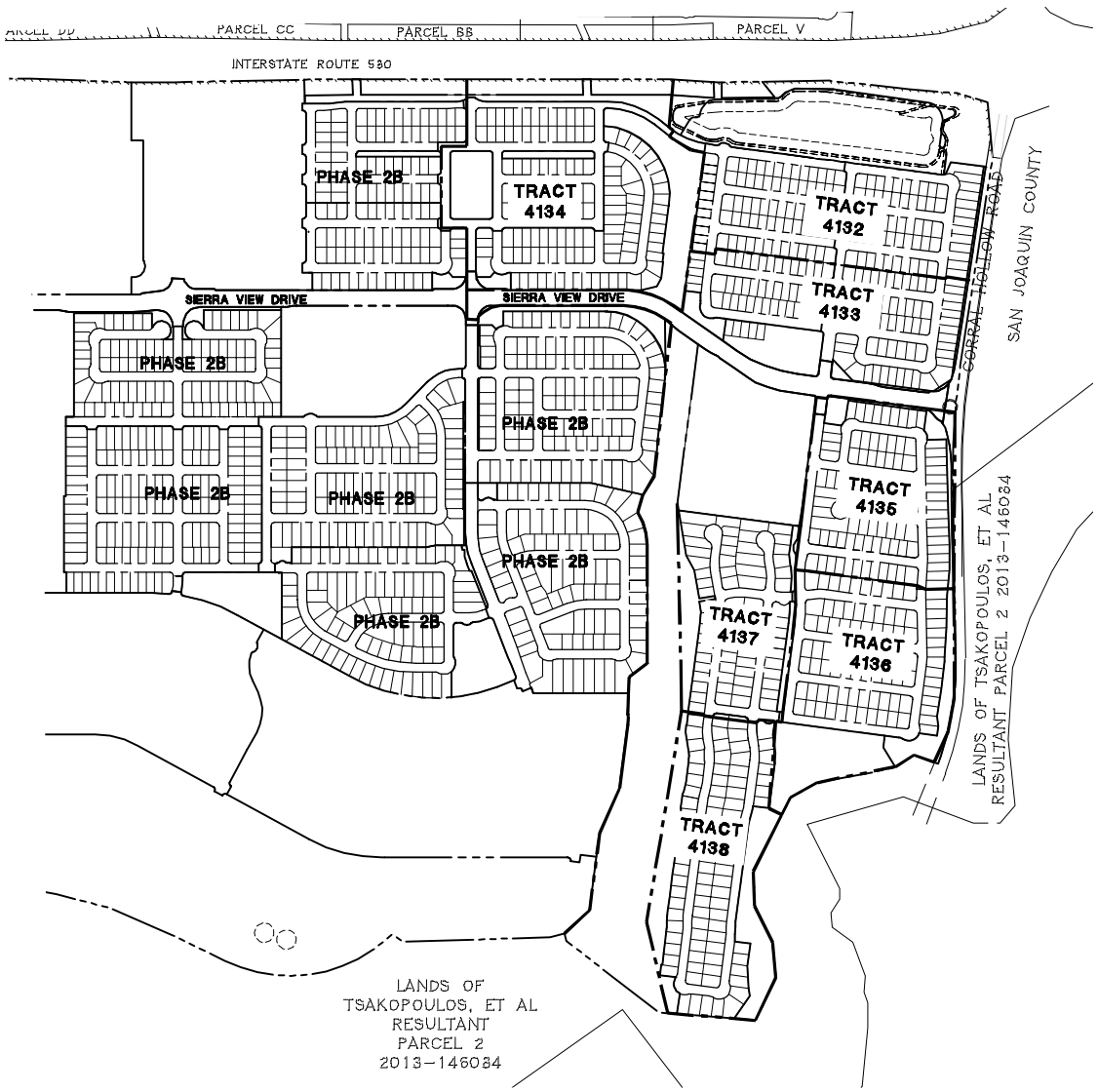
ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:

A Location Map
B-1 Tract 4232 FM
B-2 Tract 4233 FM
B-3 Tract 4234 FM
B-4 Tract 4135 FM
B-5 Tract 4136 FM
B-6 Tract 4137 FM
B-7 Tract 4138 FM
C-1 Tract 4132 SIA
C-2 Tract 4133 SIA
C-3 Tract 4134 SIA
C-4 Tract 4135 SIA
C-5 Tract 4136 SIA

C-6 Tract 4137 SIA
C-7 Tract 4138 SIA
D-2 2nd Park CSIA
D-3 3rd Park CSIA
D-4 4th Park CSIA
E-1 Corral Hollow Phase 2 Frontage OIA
E-2 Sierra View OIA
E-3 Intersection No. 5 Tracy Blvd. / Linne Road OIA
E-4 Intersection No. 35 Linne Road / MacArthur Drive OIA
F-1 Corral Hollow Widening COIA
F-2 Corral Hollow Widening I 580 COIA
F-3 Airport Waterline COIA
F-4 Choke Point Agreement COIA
G-1 Stanek Dr. Easement IOD
G-2 Stanek Dr. Fee IOD
G-3 Sierra View Fee IOD
G-4 Sierra View Easement IOD
G-5 Lammers Road Fee IOD
G-6 Lammers Road Easement IOD
G-7 Community Park IOD

EXHIBIT A



ATTACHEMENT A - LOCATION MAP & PHASING EXHIBIT

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS * PLANNERS * SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: APRIL 24, 2024 JOB NO: 20106BVTM

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

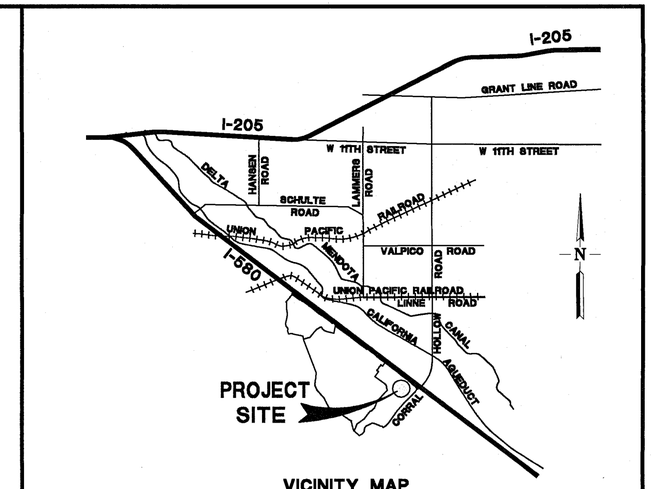
TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1
AS SHOWN ON TRACT NO. 4133

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4132, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 1 AND 4", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "FORBES AVENUE", "WHITE HART AVENUE", "GLADYS AVENUE", "OLD LARKS LANE", "BECKETT STREET", AND "CAULFIELD STREET" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED ON THIS MAP AS "LOT B" IS FOR DETENTION BASIN PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE (1)–FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE NORTH END OF OLD LARKS LANE. SAID ONE (1)–FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC ACCESS EASEMENT" OR "PAE" ARE FOR PUBLIC ACCESS PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "STORM DRAIN EASEMENT" OR "SDE" ARE FOR PUBLIC STORM DRAIN PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOT 11 TO AND FROM OLD LARKS LANE, LOTS 12, 57, 58, 103, AND 104 TO AND FROM FORBES AVENUE, LOTS 24, 25, 44, 45, 70, 71, 90, 91, 116, AND 117 TO AND FROM WHITE HART AVENUE, LOTS 34, 35, 80, 81, AND 126 TO AND FROM GLADYS AVENUE.

EXECUTED THIS 24 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

Jaime Marie Allen
NOTARY PUBLIC

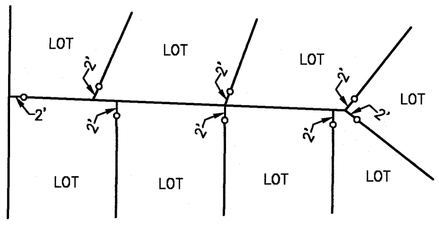
MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____
OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

© L:\2020\201068\SURVEY\DWG FILES\FINAL MAP\MAP 4132 - YHA\YHA0-YHA1082 2-12-2024 2:46:14 PM ALAN KEITER

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1
AS SHOWN ON TRACT NO. 4133

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENTS (TRACY HILLS 2A, CALIFORNIA) RECORDED ON FEBRUARY 28, 2022 AS DOCUMENT NO. 2022-026709 AS AMENDED AND RESTATED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123120 AND MODIFIED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015790 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Lauren Mary Morte
PRINT NAME: LAUREN MARY MORTE
MY COMMISSION NUMBER: 2473306
MY COMMISSION EXPIRES: NOV 21, 2027
PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"FORBES AVENUE", "WHITE HART AVENUE", "GLADYS AVENUE", "OLD LARKS LANE", "BECKETT STREET", AND "CAULFIELD STREET".

FOR THE PURPOSE OF DETENTION BASIN:

LOT "B".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC ACCESS EASEMENT" OR "PAE", "PUBLIC UTILITY EASEMENT" OR "PUE", AND "STORM DRAIN EASEMENT" OR "SDE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. STATE OF CALIFORNIA – ABUTTER'S EASEMENT RIGHTS: 2915 O.R. 621 AND 2574 O.R. 187
2. STATE OF CALIFORNIA – DRAINAGE EASEMENT RIGHTS: 2574 O.R. 182
3. TIDE WATER OIL COMPANY – PIPE LINE EASEMENT RIGHTS: 3072 O.R. 594 AND 3132 O.R. 678
4. STANCOG – CONSERVATION EASEMENT: NO. 2012-91623 AND 2016-041345
5. TIDE WATER OIL COMPANY – PIPE LINE EASEMENT RIGHTS: 3079 O.R. 318 AND 3132 O.R. 674

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17th DAY OF April, 2024.

Scott A. Shortlidge
SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4132, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 1 AND 4", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

_____
KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4132, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 1 AND 4", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

_____
DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4132, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 1 AND 4", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC ACCESS EASEMENTS, PUBLIC UTILITY EASEMENTS, AND STORM DRAIN EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOT 11 TO AND FROM OLD LARKS LANE, LOTS 12, 57, 58, 103, AND 104 TO AND FROM FORBES AVENUE, LOTS 24, 25, 44, 45, 70, 71, 90, 91, 116, AND 117 TO AND FROM WHITE HART AVENUE, LOTS 34, 35, 80, 81, AND 126 TO AND FROM GLADYS AVENUE. ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE NORTH END OF OLD LARKS LANE. ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF LOT "B", SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

_____
ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

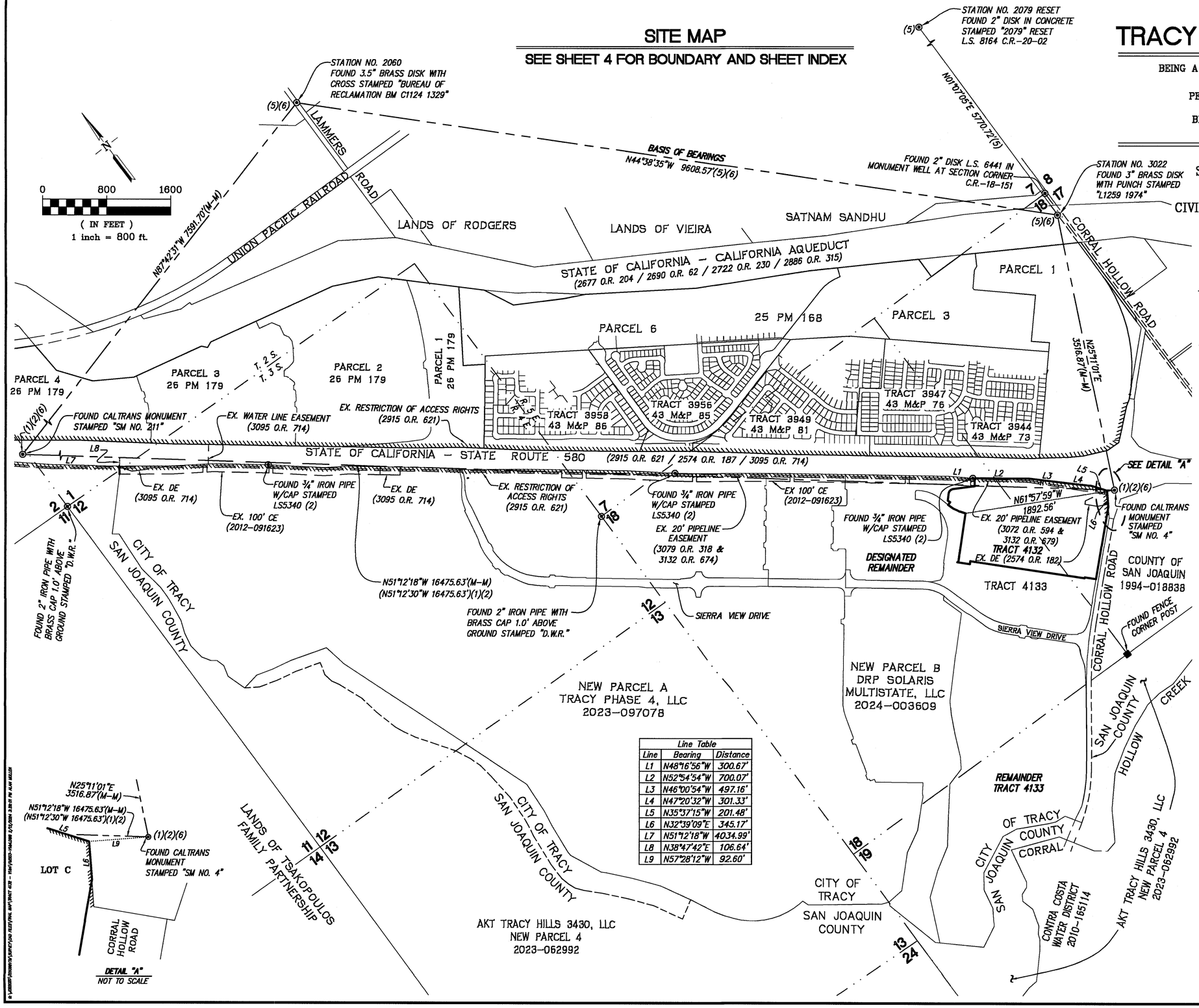
TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Line Table		
Line	Bearing	Distance
L1	N48°16'56"W	300.67'
L2	N52°54'54"W	700.07'
L3	N46°00'54"W	497.16'
L4	N47°20'32"W	301.33'
L5	N35°37'15"W	201.48'
L6	N32°39'09"E	345.17'
L7	N51°12'18"W	4034.99'
L8	N38°47'42"E	106.64'
L9	N57°28'12"W	92.60'

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

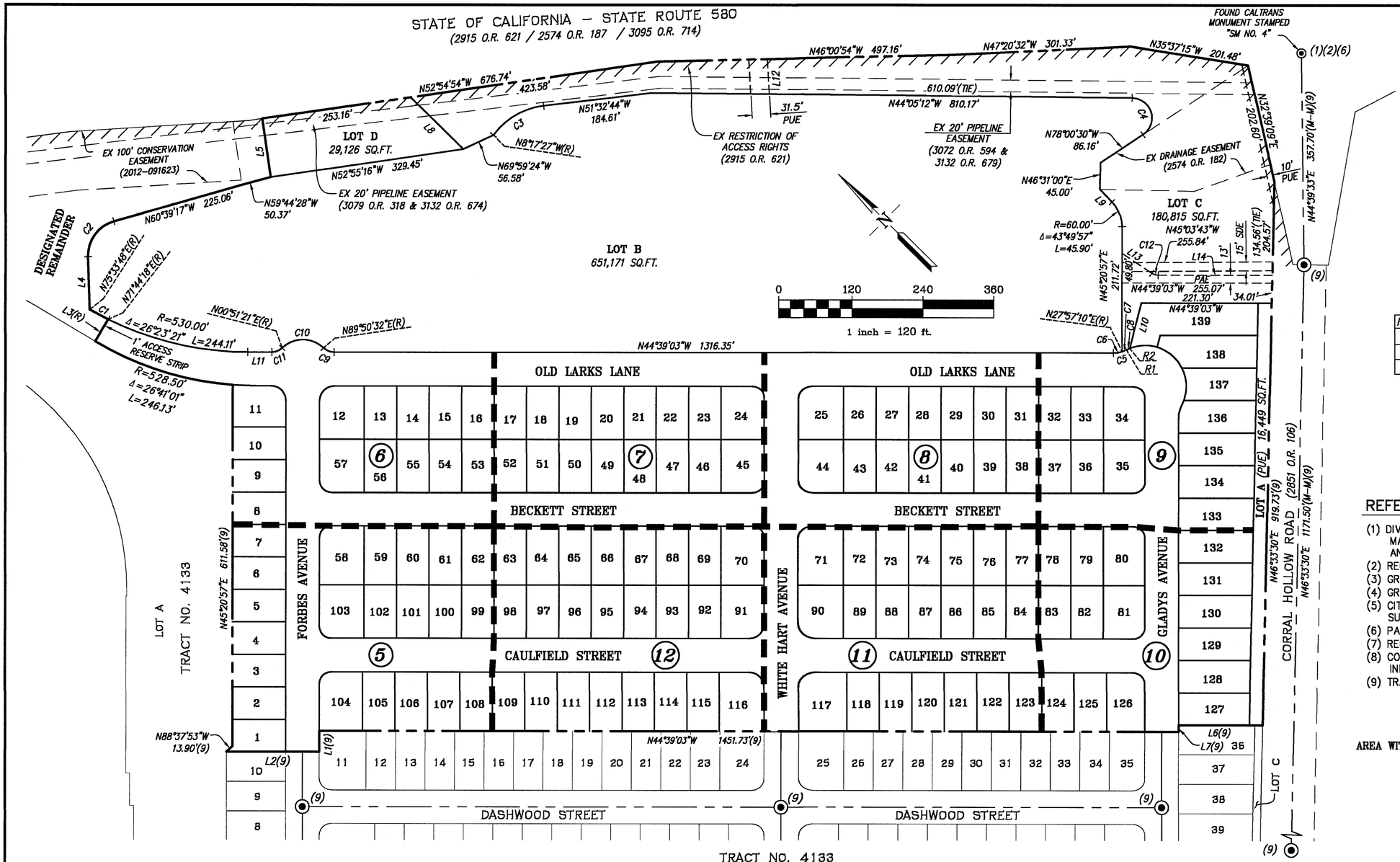
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133



Curve Table			
Curve	Radius	Delta	Length
C1	530.00'	3°49'30"	35.38'
C2	60.00'	75°57'46"	79.55'
C3	124.00'	46°44'43"	101.17'
C4	34.00'	146°04'42"	86.68'
C5	50.00'	26°55'00"	23.49'
C6	50.00'	17°23'47"	15.18'
C7	50.00'	9°31'13"	8.31'
C8	70.00'	4°48'38"	5.88'
C9	25.00'	44°29'36"	19.41'
C10	50.00'	88°59'11"	77.66'
C11	25.00'	44°29'36"	19.41'
C12	20.00'	33°26'55"	11.68'

Line Table		
Line	Bearing	Distance
L1	N45°20'57"E	35.77'
L2	N44°39'03"W	157.00'
L3	N76°17'20"E	43.17'
L4	N43°22'57"E	89.71'
L5	N37°15'11"E	100.00'
L6	N44°39'03"W	142.89'
L7	N45°20'57"W	11.03'
L8	N00°09'30"W	125.57'
L9	N01°31'00"E	29.96'
L10	N59°53'54"E	79.73'
L11	N44°39'03"W	40.67'
L12	N42°02'30"E	59.43'
L13	N11°12'08"W	60.75'
L14	N44°39'03"W	193.63'

Radial Bearing Table	
No.	Bearing
R1	N18°25'57"E
R2	N23°14'35"E

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
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(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
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(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) TRACT NO. 4133

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 46.33±ACRES
AREA OF LOTS 1-139 = 17.88±ACRES
AREA OF STREETS = 8.30±ACRES

SHEET COVERAGE

(5) SHEET NUMBER

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1 AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024

GRID NOTE:

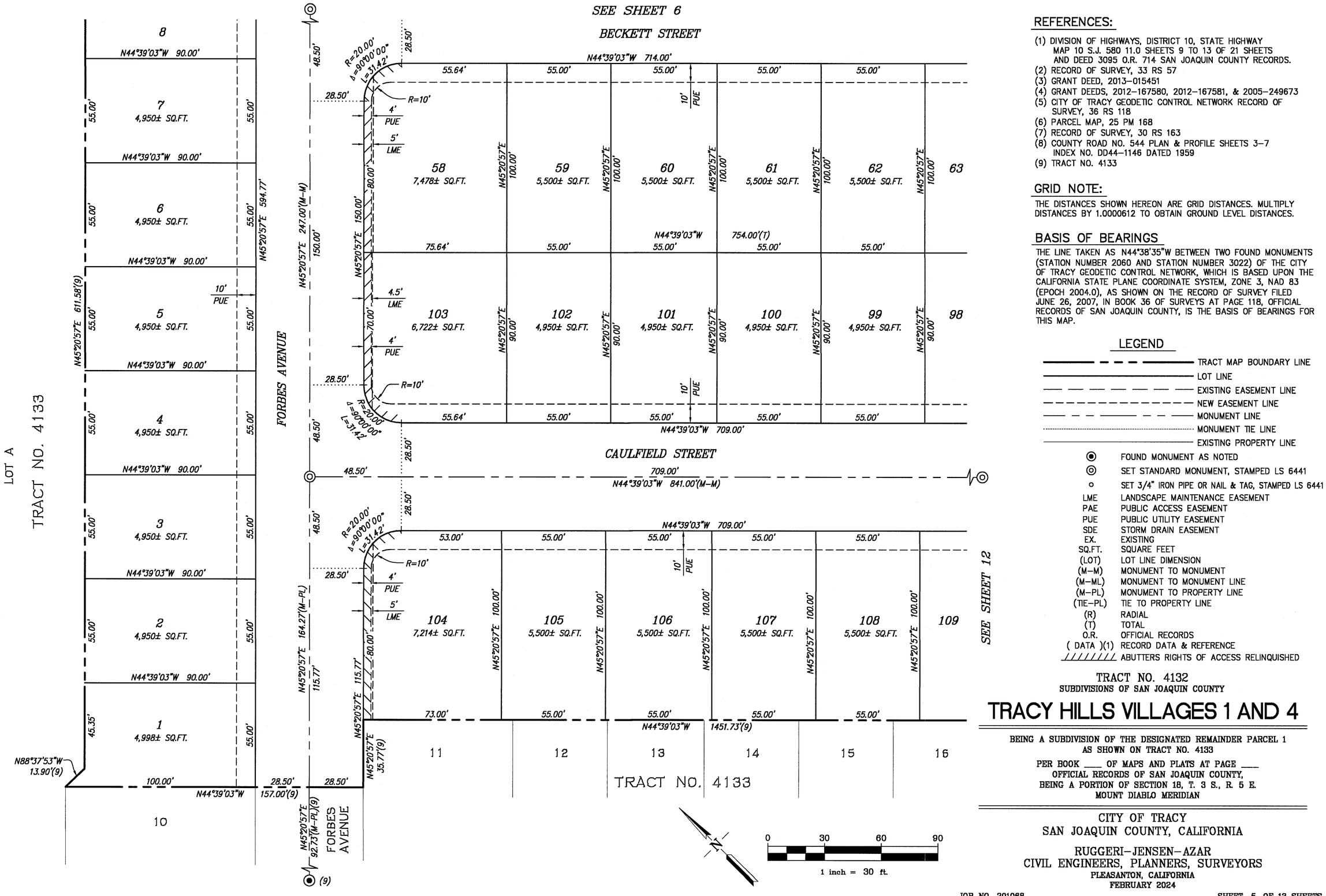
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	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
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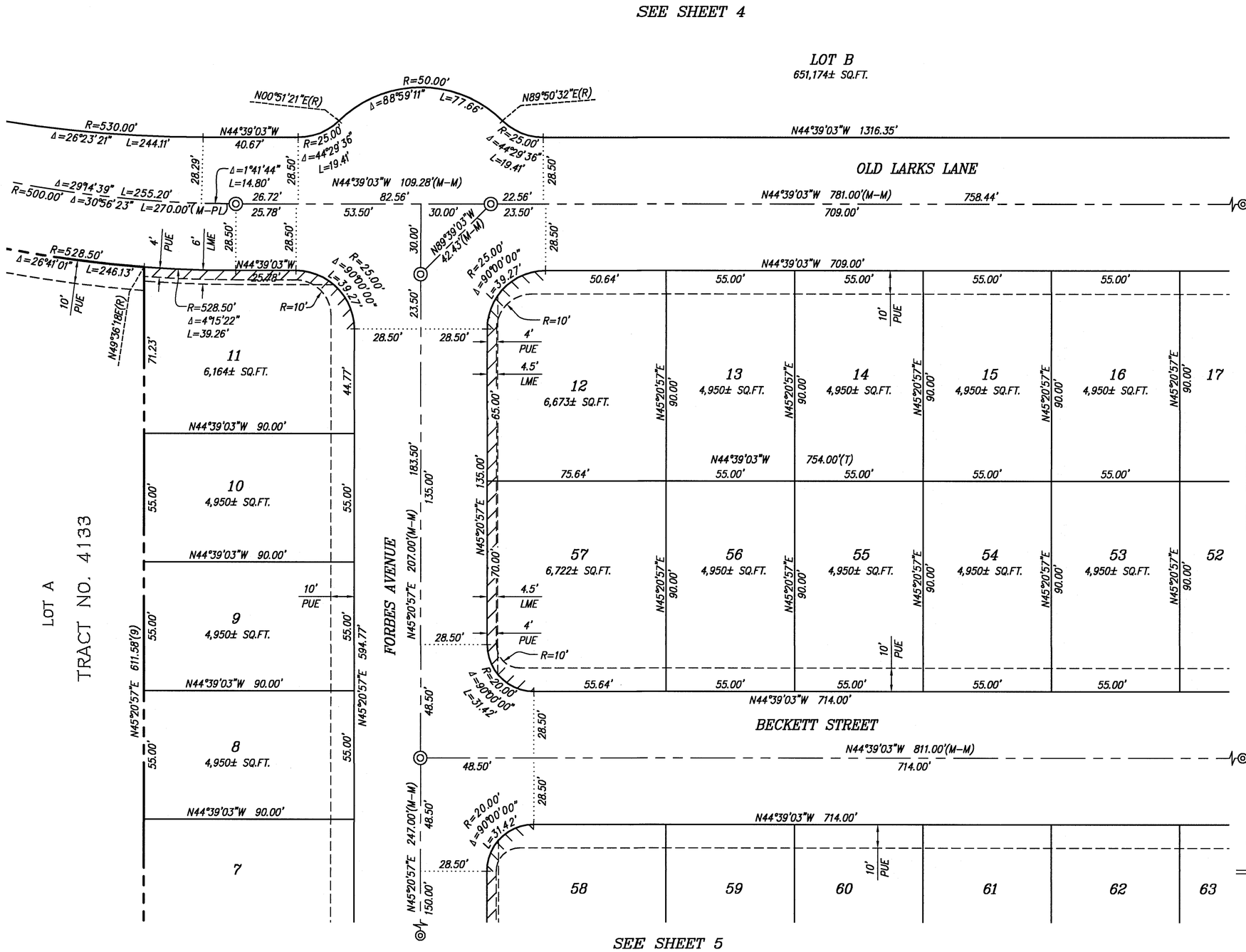
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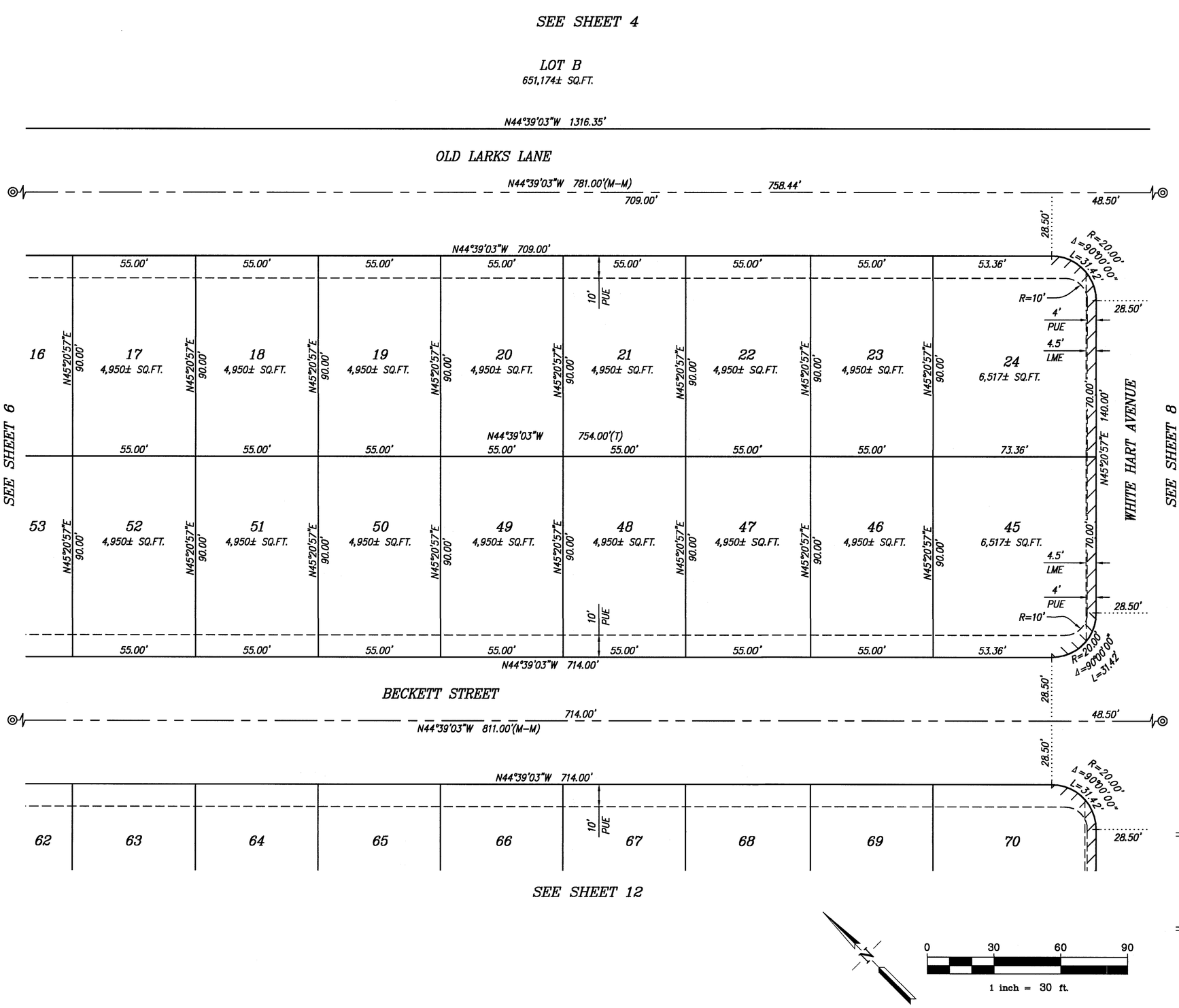
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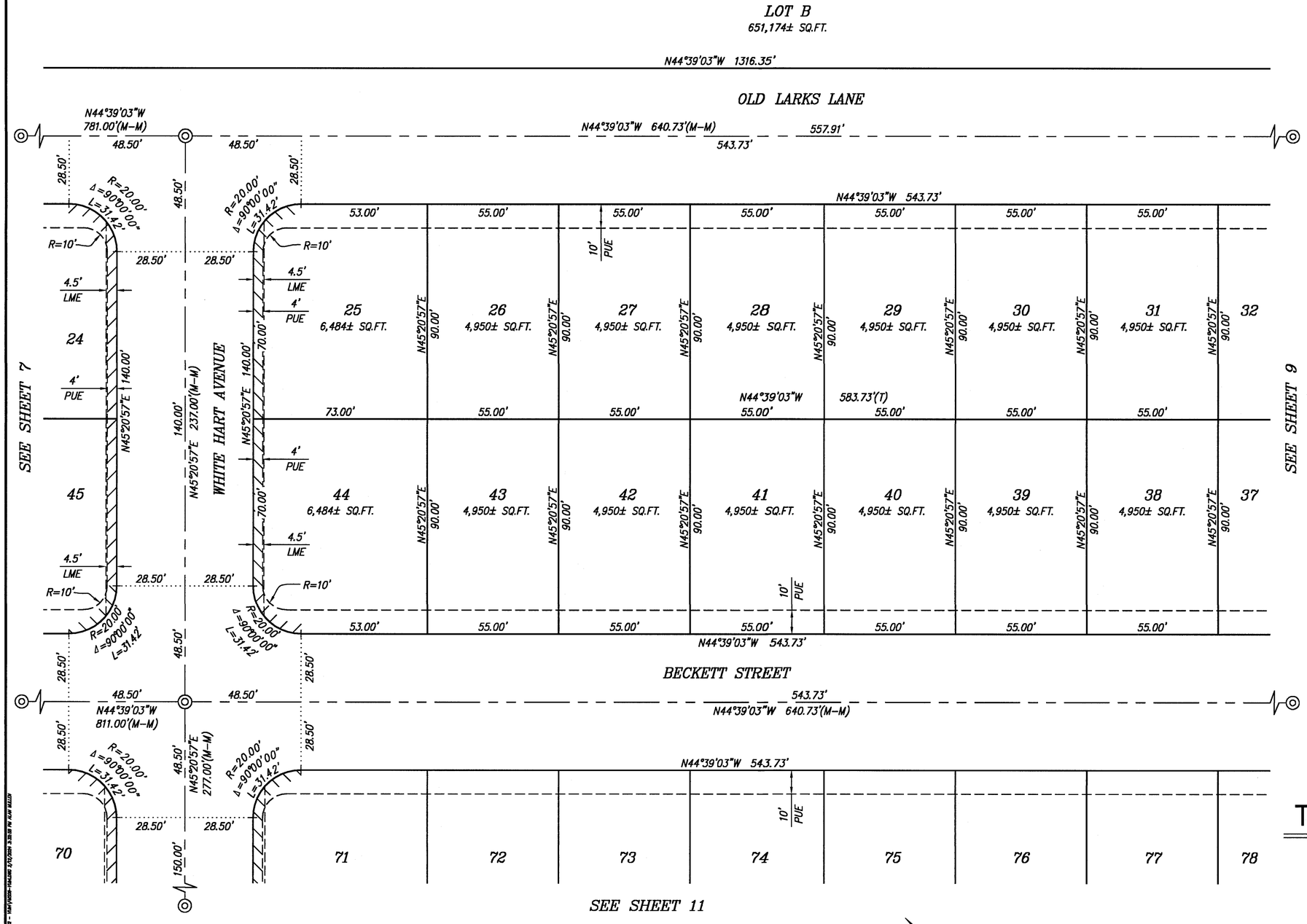
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0 30 60 90

1 inch = 30 ft.

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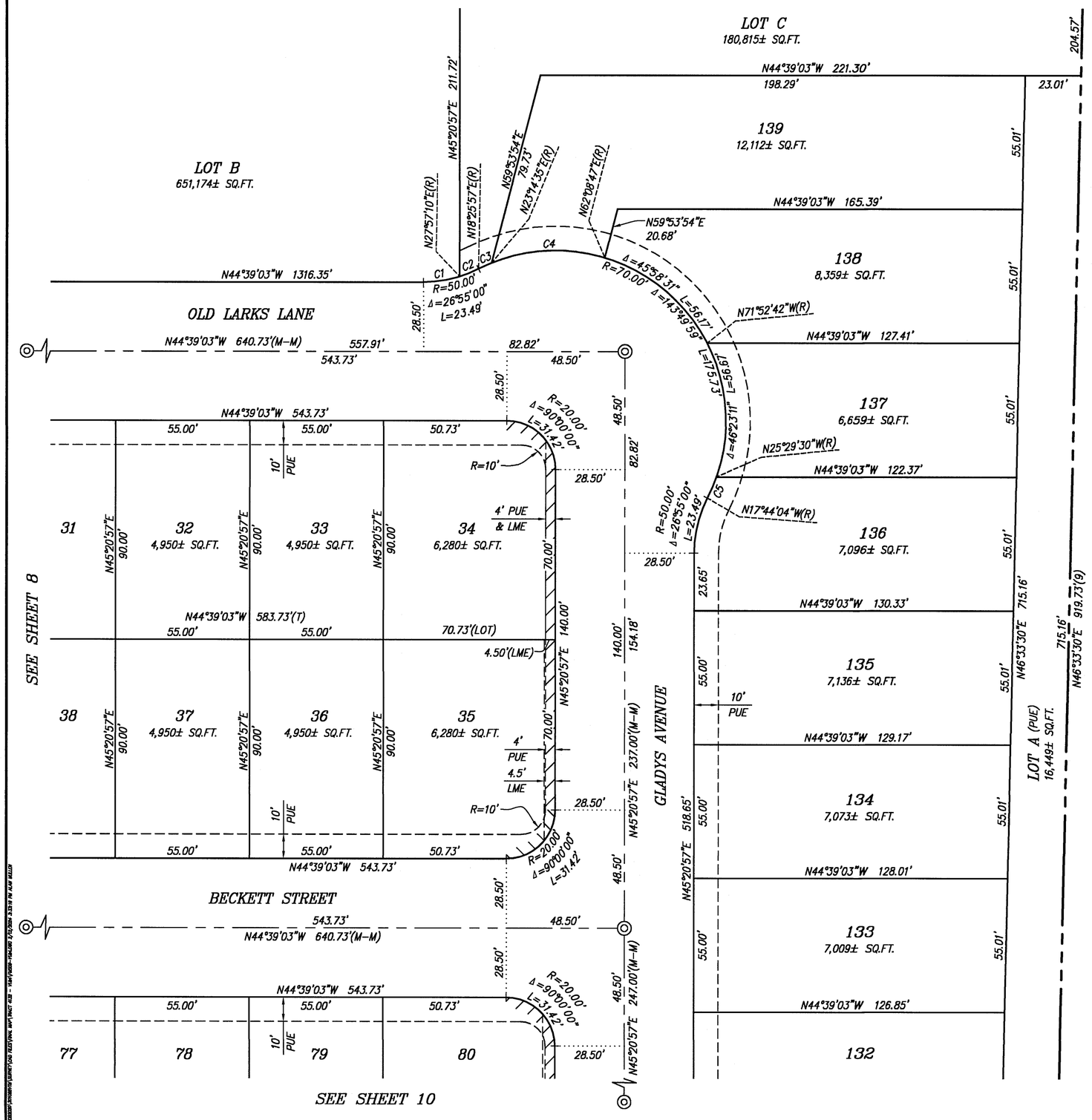
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JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	17°23'47"	15.18'
C2	50.00'	9°31'13"	8.31'
C3	70.00'	4°48'38"	5.88'
C4	70.00'	38°54'13"	47.53'
C5	70.00'	7°45'27"	9.48'

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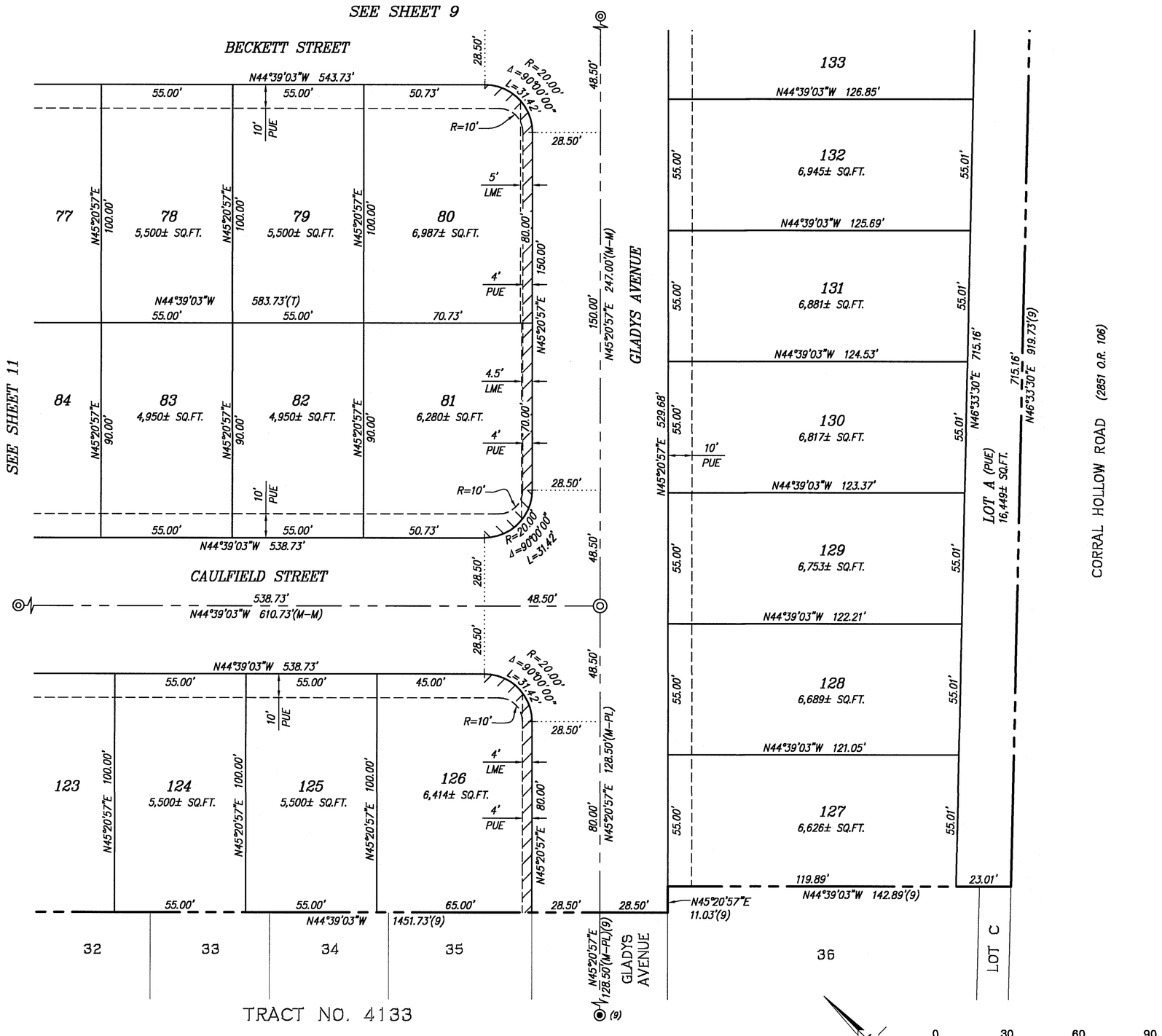
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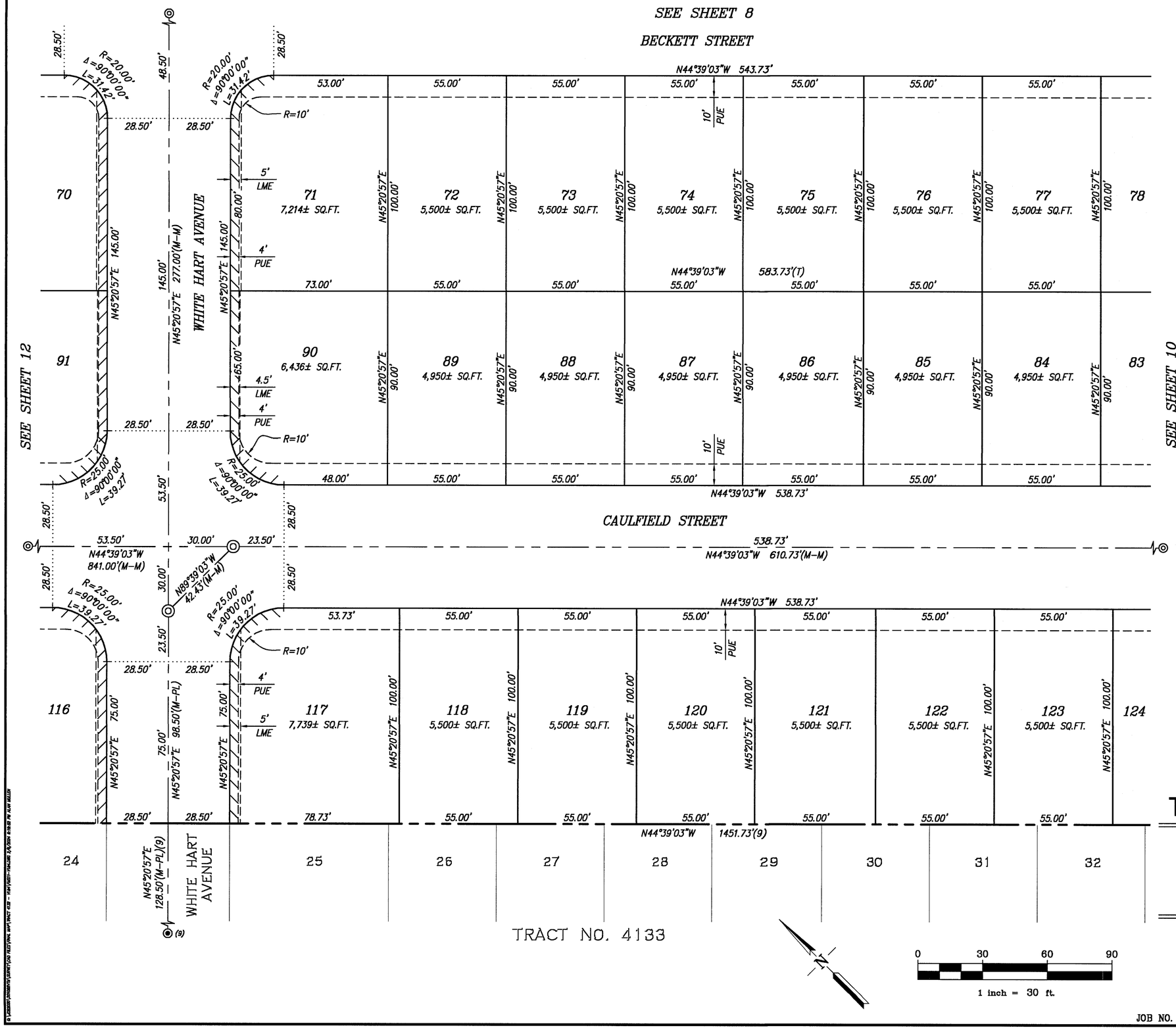
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////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

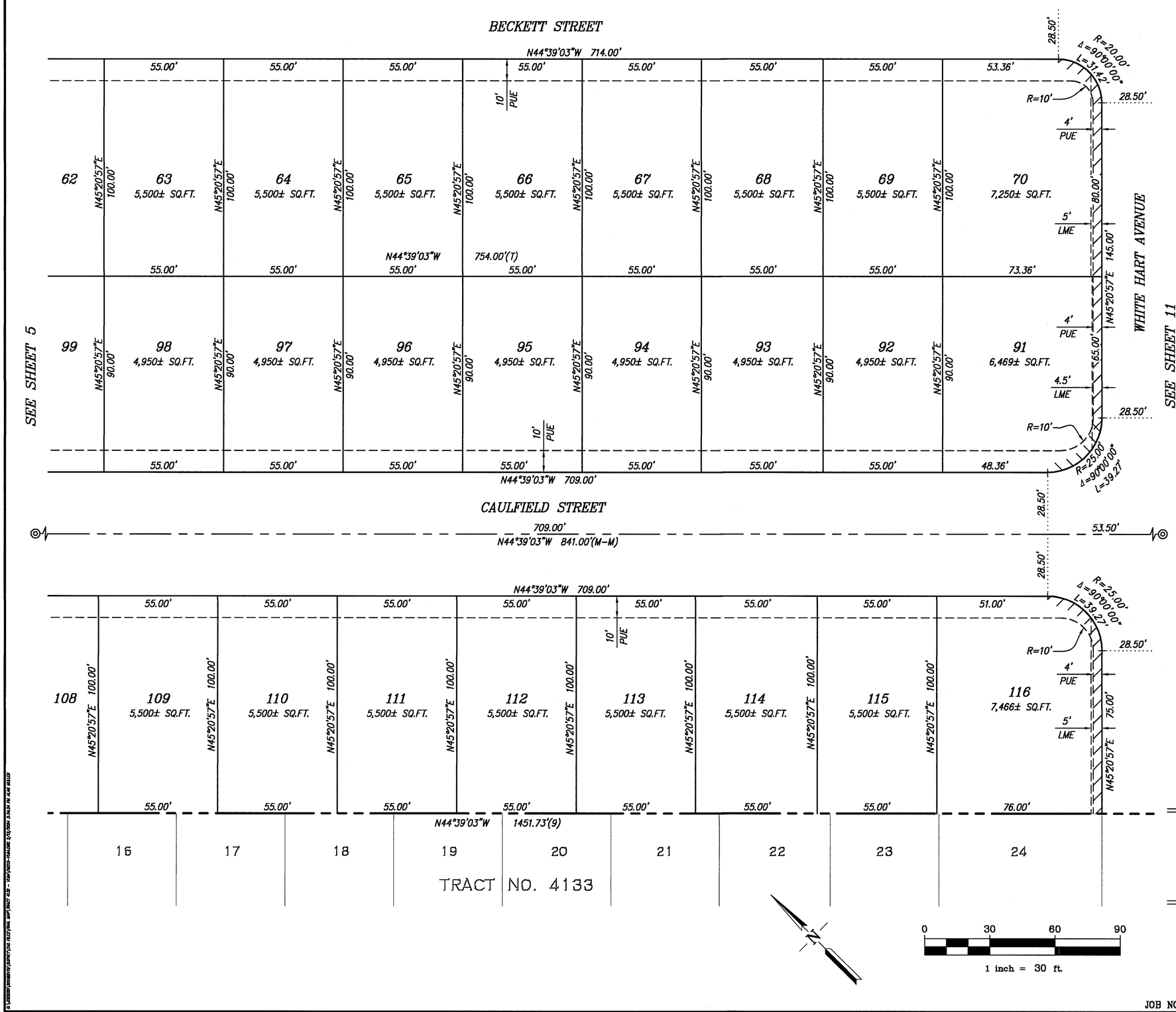
TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1 AS SHOWN ON TRACT NO. 4133

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) TRACT NO. 4133

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - -	NEW EASEMENT LINE
— - —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1 AS SHOWN ON TRACT NO. 4133

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1
AS SHOWN ON TRACT NO. 4133
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20-0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "A", "C", AND "D") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

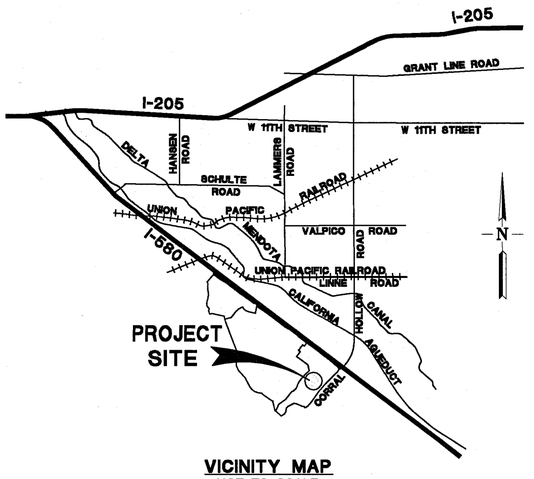
TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023-062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4133, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 2 AND 3", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "SIERRA VIEW DRIVE", "CORRAL HOLLOW ROAD", "WHITE HART AVENUE", "EMERY STREET", "FORBES AVENUE", "DASHWOOD STREET", "HANOVER WAY", "GLADYS AVENUE", AND "LEVANT PLACE" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE (1)-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE EAST END OF WHITE HART AVENUE, FORBES AVENUE, AND GLADYS AVENUE. SAID ONE (1)-FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 11, 90, AND 91 TO AND FROM FORBES AVENUE, LOT 59 TO AND FROM EMERY STREET, LOTS E, 24, 25, 57, 58, 59, 76, 77, 104, AND 105 TO AND FROM WHITE HART AVENUE, LOTS 35, 65, 66, AND 115 TO AND FROM GLADYS AVENUE, LOT 60 TO AND FROM LEVANT PLACE, LOTS E, 48, 49, 50, 51, 52, 53, 54, 55, AND 56 TO AND FROM SIERRA VIEW DRIVE.

EXECUTED THIS 25 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

Jaime Marie Cullen
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: July 01, 2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

OWNER'S ACKNOWLEDGEMENT

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Jaime Marie Cullen
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

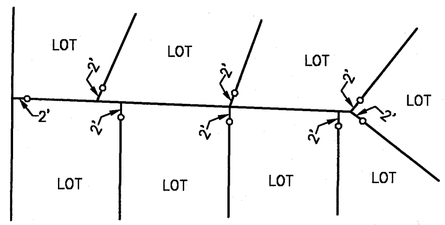
MY COMMISSION EXPIRES: July 01, 2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.

2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

EXHIBIT B-2 - 2024 JOB NO. 201068 - TRACY HILLS VILLAGES 2 AND 3 - FINAL MAP.dwg

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023-062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENTS (TRACY HILLS 2A, CALIFORNIA) RECORDED ON FEBRUARY 28, 2022 AS DOCUMENT NO. 2022-026709 AND ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123122 AND MODIFIED PER DOCUMENTS RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123120, AND RECORDED ON MARCH 1, 2023 AS DOCUMENT NO. 2023-015790 AND DOCUMENT NO. 2023-015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 24th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 24th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Lauren Mary Morte
PRINT NAME: LAUREN MARY MORTE
MY COMMISSION NUMBER: 2473306
MY COMMISSION EXPIRES: NOV 21, 2027
PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255, AND AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"SIERRA VIEW DRIVE", "CORRAL HOLLOW ROAD", "WHITE HART AVENUE", "EMERY STREET", "FORBES AVENUE", "DASHWOOD STREET", "HANOVER WAY", "GLADYS AVENUE", AND "LEVANT PLACE".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 24th DAY OF APRIL, 2024.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR — SCOTT A. SHORTLIDGE — No. 6441 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4133, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 2 AND 3", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER — KOOSUN KIM — No. 64769 — CIVIL — STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4133, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 2 AND 3", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR — DAVID W. ENKE — No. 4071 — STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4133, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 2 AND 3", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 11, 90, AND 91 TO AND FROM FORBES AVENUE, LOT 59 TO AND FROM EMERY STREET, LOTS E, 24, 25, 57, 58, 59, 76, 77, 104, AND 105 TO AND FROM WHITE HART AVENUE, LOTS 35, 65, 66, AND 115 TO AND FROM GLADYS AVENUE, LOT 60 TO AND FROM LEVANT PLACE, LOTS E, 48, 49, 50, 51, 52, 53, 54, 55, AND 56 TO AND FROM SIERRA VIEW DRIVE. ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE (1)-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE EAST END OF WHITE HART AVENUE, FORBES AVENUE, AND GLADYS AVENUE. ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

6/17/24 AM M:\PROJECTS\201068-TRACY HILLS\DWG\FINAL MAP\201068 FM SHEET 02.DWG, 11x17

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. STATE OF CALIFORNIA – ABUTTER'S EASEMENT RIGHTS: 2915 O.R. 621
2. 20' WIDE PRIVATE ACCESS EASEMENT PER 26 PM 77

SITE MAP

SEE SHEET 4 FOR DATA TABLES AND DETAILS
SEE SHEET 5 FOR BOUNDARY MAP
SEE SHEET 6 FOR SHEET INDEX

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023–062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

⊙	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
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(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) PARCEL MAP, 27 PM 41

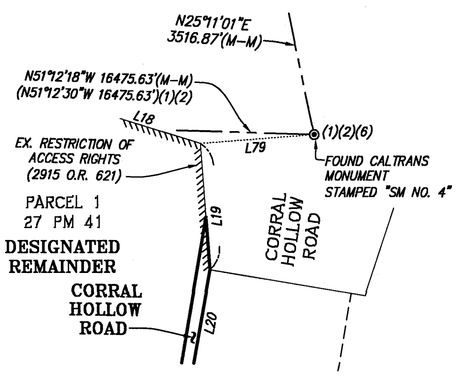
DATA TABLES AND DETAILS

SHEET 3 - SITE MAP

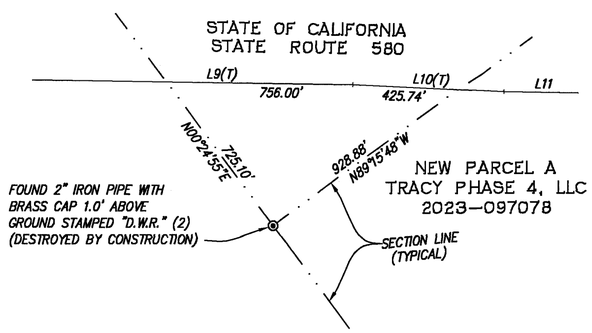
Line Table		
Line	Bearing	Distance
L1	N53°19'26"W	660.88'
L2	N56°06'02"W	501.22'
L3	N52°05'47"W	700.00'
L4	N50°03'03"W	700.45'
L5	N56°51'36"W	301.04'
L6	N52°05'47"W	1000.00'
L7	N49°48'21"W	500.40'
L8	N53°43'58"W	700.29'
L9	N52°05'47"W	1300.00'
L10	N50°11'14"W	600.33'
L11	N52°05'47"W	300.00'
L12	N53°14'32"W	1000.20'
L13	N52°05'47"W	2100.00'
L14	N48°16'56"W	300.67'
L15	N52°54'54"W	700.07'
L16	N46°00'54"W	497.16'
L17	N47°20'32"W	301.33'
L18	N35°37'15"W	201.48'
L19	N32°39'09"E	345.17'
L20	N46°56'35"E	485.86'
L21	N46°33'30"E	834.10'
L22	N36°49'30"E	1101.00'
L23	N52°46'09"E	96.17'
L24	N61°50'09"E	98.89'
L25	N65°38'09"E	49.80'
L26	N59°37'09"E	40.51'
L27	N32°43'30"W	135.17'
L28	N84°24'22"W	137.28'
L29	N67°10'21"W	100.10'
L30	N62°34'20"W	398.95'
L31	N81°29'36"W	192.76'
L32	N64°38'03"E	516.59'
L33	N35°36'18"E	218.42'
L34	N11°25'54"E	251.48'
L35	N32°39'14"E	223.33'
L36	N63°24'24"E	294.92'
L37	N47°29'28"W	552.61'
L38	N24°55'34"E	584.76'
L39	N52°45'16"E	351.21'
L40	N59°11'07"E	321.51'

Line Table		
Line	Bearing	Distance
L41	NOT USED	
L42	N38°54'59"E	414.80'
L43	N39°06'11"E	369.49'
L44	N74°42'18"E	233.47'
L45	N33°15'21"E	152.01'
L46	N23°35'09"E	297.88'
L47	N26°13'48"E	245.35'
L48	N31°42'56"E	169.52'
L49	NOT USED	
L50	NOT USED	
L51	NOT USED	
L52	N43°45'21"E	540.42'
L53	N44°45'50"E	572.00'
L54	N17°14'59"W	277.55'
L55	N41°52'32"E	55.73'
L56	N52°06'57"W	977.69'
L57	N37°53'03"E	466.00'
L58	N52°05'47"W	1296.91'
L59	N37°53'03"E	182.06'
L60	N52°06'57"W	5.00'
L61	N37°53'03"E	172.00'
L62	N52°06'57"W	167.00'
L63	N37°53'03"E	57.00'
L64	N52°06'57"W	5.00'
L65	N37°53'03"E	107.00'
L66	N52°06'57"W	5.00'
L67	N37°53'03"E	57.00'
L68	N52°06'57"W	5.00'
L69	N37°53'03"E	180.00'
L70	N52°06'57"W	5.00'
L71	N37°53'03"E	57.00'
L72	N52°06'57"W	5.00'
L73	N37°53'03"E	5.00'
L74	N52°06'57"W	57.00'
L75	N37°53'03"E	5.00'
L76	N52°06'57"W	65.00'
L77	N38°47'42"E	106.64'
L78	N51°12'18"W	4034.99'
L79	N57°28'12"W	92.60'

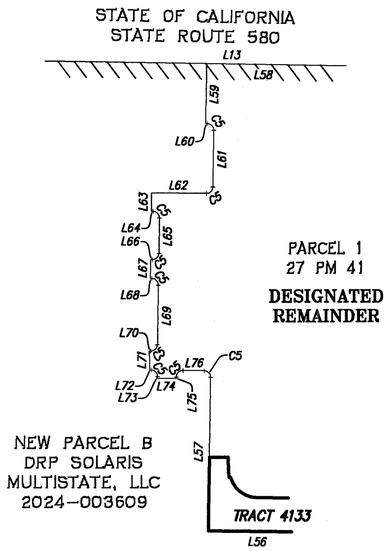
Curve Table			
Curve	Radius	Delta	Length
C1	4327.18'	09°44'00"	735.10'
C2	1879.86'	11°43'39"	384.78'
C3	921.00'	67°18'28"	1081.94'
C4	453.50'	34°14'22"	271.01'
C5	20.00'	90°00'00"	31.42'



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023-062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

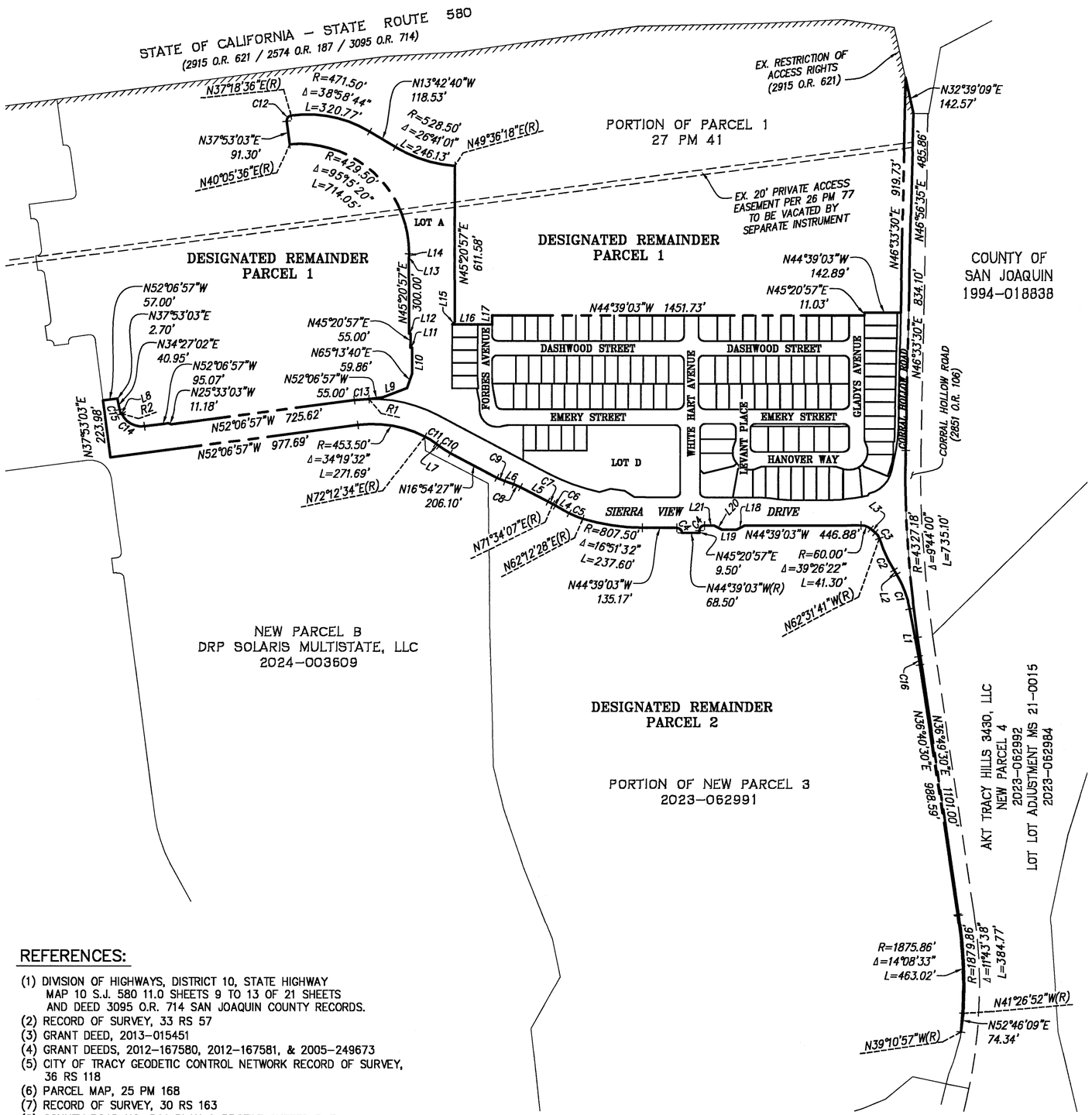
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LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
——— — — ———	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) PARCEL MAP, 27 PM 41



Curve Table				
Curve	Radius	Delta	Length	
C1	400.00'	20°51'07"	145.57'	
C2	578.00'	13°33'59"	136.86'	
C3	48.00'	32°41'00"	27.38'	
C4	20.00'	90°00'00"	31.42'	(9)
C5	270.50'	12°19'17"	58.17'	(9)
C6	229.50'	2°57'38"	11.86'	(9)
C7	796.50'	1°31'26"	21.19'	(9)
C8	185.00'	9°13'30"	29.79'	(9)
C9	215.00'	9°13'30"	34.62'	(9)
C10	320.50'	9°40'39"	54.13'	(9)
C11	279.50'	10°33'39"	51.52'	(9)
C12	20.00'	89°25'33"	31.22'	
C13	551.50'	5°58'44"	57.55'	
C14	85.00'	73°36'35"	109.20'	
C15	135.00'	7°20'39"	17.30'	
C16	1000.00'	1°55'03"	33.47'	

Line Table			
Line	Bearing	Distance	
L1	N34°45'27"E	188.03'	
L2	N13°54'19"E	20.50'	
L3	N05°12'41"W	23.53'	
L4	N15°28'14"W	61.60'	(9)
L5	N16°54'27"W	121.94'	(9)
L6	N26°07'56"W	36.35'	(9)
L7	N07°13'47"W	14.52'	(9)
L8	N63°27'04W	3.94'	
L9	N65°27'01"W	101.16'	
L10	N45°20'57"E	101.68'	
L11	N44°39'03"W	6.59'	
L12	N44°39'03"W	6.41'	
L13	N44°39'03"W	1.00'	
L14	N45°20'57"E	13.95'	
L15	N88°37'53"W	13.90'	
L16	N44°39'03"W	157.00'	
L17	N45°20'57"E	35.77'	
L18	N71°50'37"W	35.38'	
L19	N44°39'03"W	57.81'	
L20	N17°27'12"W	35.37'	
L21	N44°39'03"W	36.71'	

Radial Bearing Table	
No.	Bearing
R1	N43°51'47"E
R2	N68°30'22"W

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 42.11±ACRES
AREA OF LOTS 1–115 = 15.14±ACRES
AREA OF STREETS = 16.82±ACRES

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M–M) MONUMENT TO MONUMENT
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- (TIE–PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
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- (DATA)(1) RECORD DATA & REFERENCE
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(9) PARCEL MAP, 27 PM 41

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024

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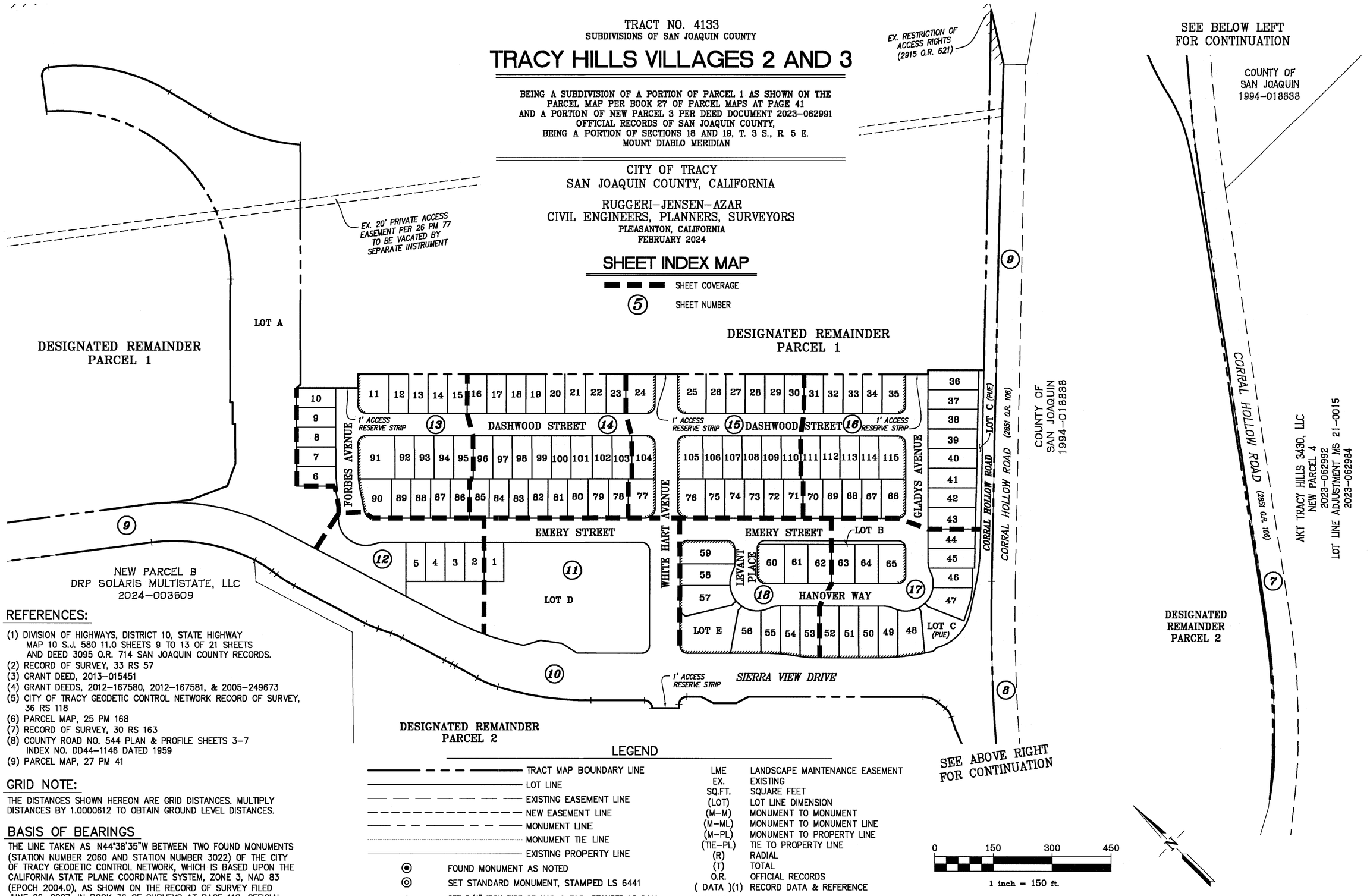
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SHEET INDEX MAP

SHEET COVERAGE

(5) SHEET NUMBER



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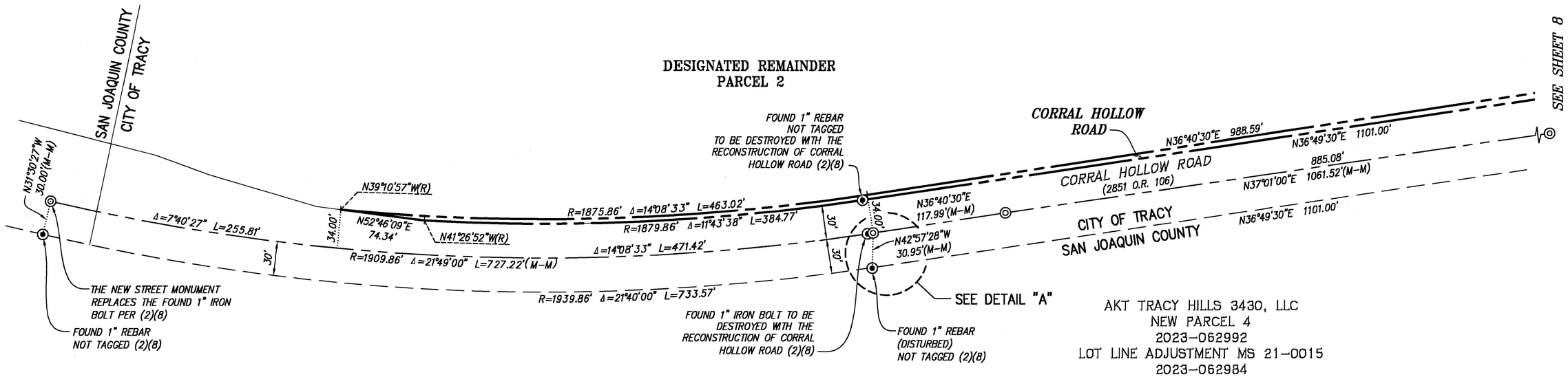
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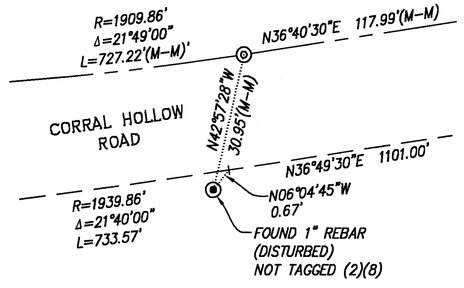
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LEGEND

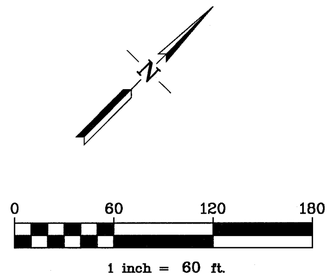
TRACT MAP BOUNDARY LINE	LME LANDSCAPE MAINTENANCE EASEMENT
LOT LINE	EX. EXISTING
EXISTING EASEMENT LINE	SQ.FT. SQUARE FEET
NEW EASEMENT LINE	(LOT) LOT LINE DIMENSION
MONUMENT LINE	(M-M) MONUMENT TO MONUMENT
MONUMENT TIE LINE	(M-ML) MONUMENT TO MONUMENT LINE
EXISTING PROPERTY LINE	(M-PL) MONUMENT TO PROPERTY LINE
FOUND MONUMENT AS NOTED	(TIE-PL) TIE TO PROPERTY LINE
SET STANDARD MONUMENT, STAMPED LS 6441	(R) RADIAL
SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	(T) TOTAL
PUE PUBLIC UTILITY EASEMENT	O.R. OFFICIAL RECORDS
	(DATA)(1) RECORD DATA & REFERENCE
	ABUTTERS RIGHTS OF ACCESS RELINQUISHED



AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023-062992
LOT LINE ADJUSTMENT MS 21-0015
2023-062984



DETAIL "A"
NOT TO SCALE



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(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
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SUBDIVISIONS OF SAN JOAQUIN COUNTY

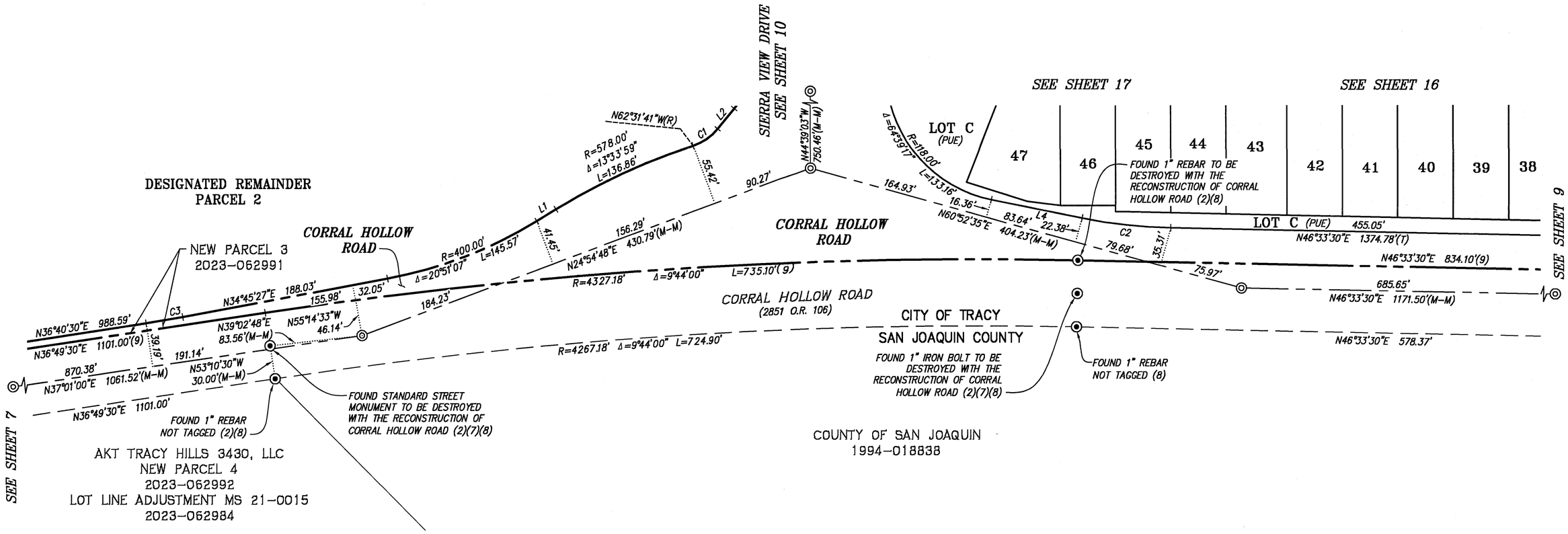
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Line Table		
Line	Bearing	Length
L1	N13°54'19"E	20.50'
L2	N5°12'41"W	23.53'
L3	N38°28'40"W	50.19'
L4	N56°45'31"E	83.86'

Curve Table			
Curve	Radius	Delta	Length
C1	48.00'	32°41'00"	27.38'
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GRID NOTE:

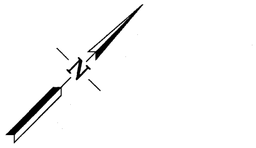
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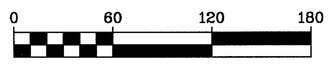
BASIS OF BEARINGS

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LEGEND

TRACT MAP BOUNDARY LINE	
LOT LINE	
EXISTING EASEMENT LINE	
NEW EASEMENT LINE	
MONUMENT LINE	
MONUMENT TIE LINE	
EXISTING PROPERTY LINE	
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED





1 inch = 60 ft.

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

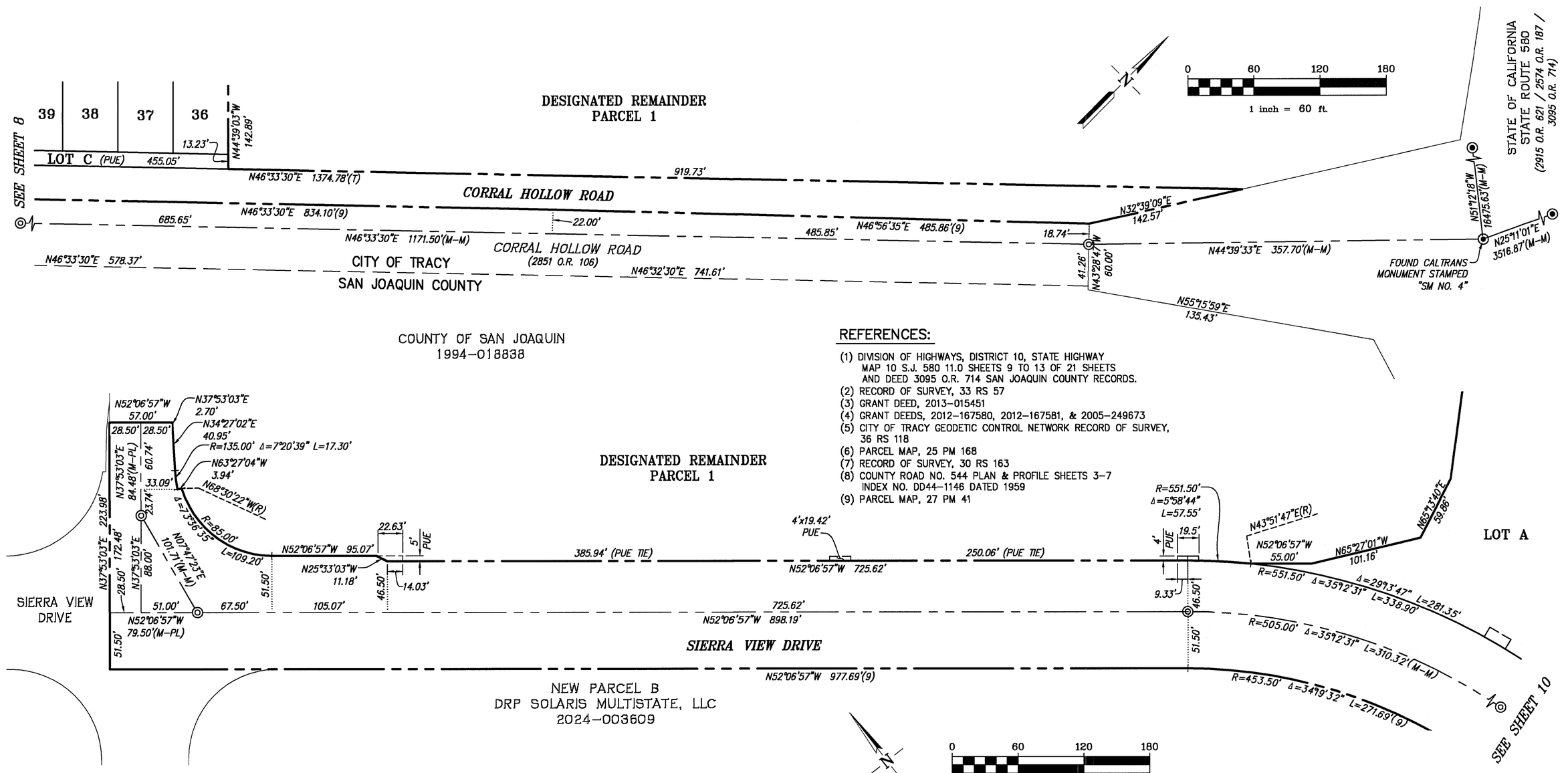
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

ESTIMATE MAY BE USED FOR SURVEY PURPOSES - 2023 - 062992 - 062984 - 062991 - 062992 - 062984 - 062991 - 062992 - 062984



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
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(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) PARCEL MAP, 27 PM 41

GRID NOTE:

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LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
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◉	FOUND MONUMENT AS NOTED
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SQ.FT.	SQUARE FEET
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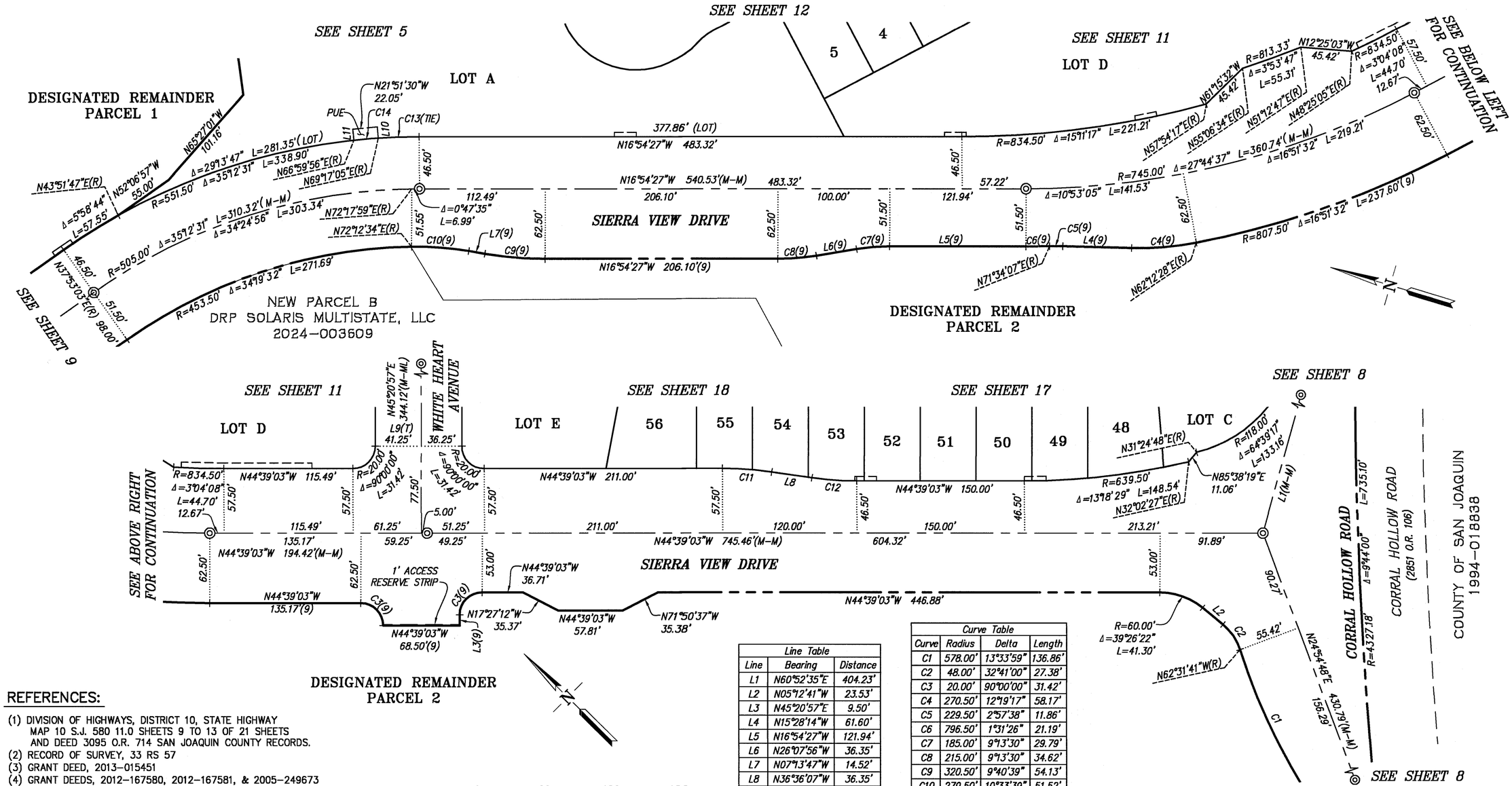
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PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



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Line Table		
Line	Bearing	Distance
L1	N60°52'35"E	404.23'
L2	N05°12'41"W	23.53'
L3	N45°20'57"E	9.50'
L4	N15°28'14"W	61.60'
L5	N16°54'27"W	121.94'
L6	N26°07'56"W	36.35'
L7	N07°13'47"W	14.52'
L8	N36°36'07"W	36.35'
L9	N44°39'03"W	77.50'
L10	N68°24'55"E	10.00'
L11	N68°08'30"E	10.00'

Curve Table			
Curve	Radius	Delta	Length
C1	578.00'	13°33'59"	136.86'
C2	48.00'	32°41'00"	27.38'
C3	20.00'	90°00'00"	31.42'
C4	270.50'	12°19'17"	58.17'
C5	229.50'	2°57'38"	11.86'
C6	796.50'	1°31'26"	21.19'
C7	185.00'	9°13'30"	29.79'
C8	215.00'	9°13'30"	34.62'
C9	320.50'	9°40'39"	54.13'
C10	279.50'	10°33'39"	51.52'
C11	315.50'	8°02'53"	44.32'
C12	284.50'	8°02'57"	39.97'
C13	551.50'	3°48'29"	36.65'
C14	551.50'	2°17'09"	22.00'

0 60 120 180
1 inch = 60 ft.

LEGEND

TRACT MAP BOUNDARY LINE	
LOT LINE	
EXISTING EASEMENT LINE	
NEW EASEMENT LINE	
MONUMENT LINE	
MONUMENT TIE LINE	
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◉	FOUND MONUMENT AS NOTED
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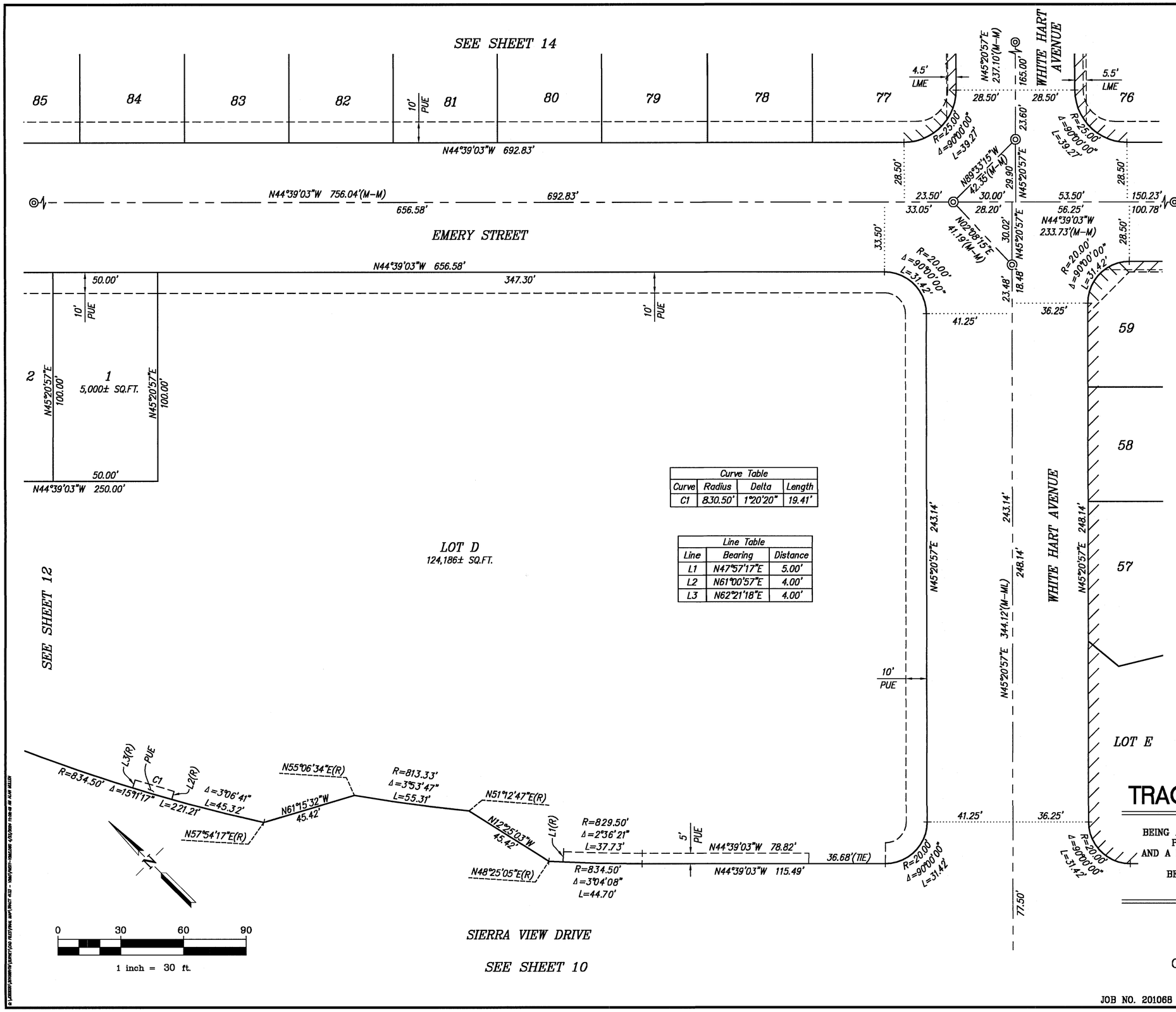
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TRACY HILLS VILLAGES 2 AND 3

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FEBRUARY 2024



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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
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- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
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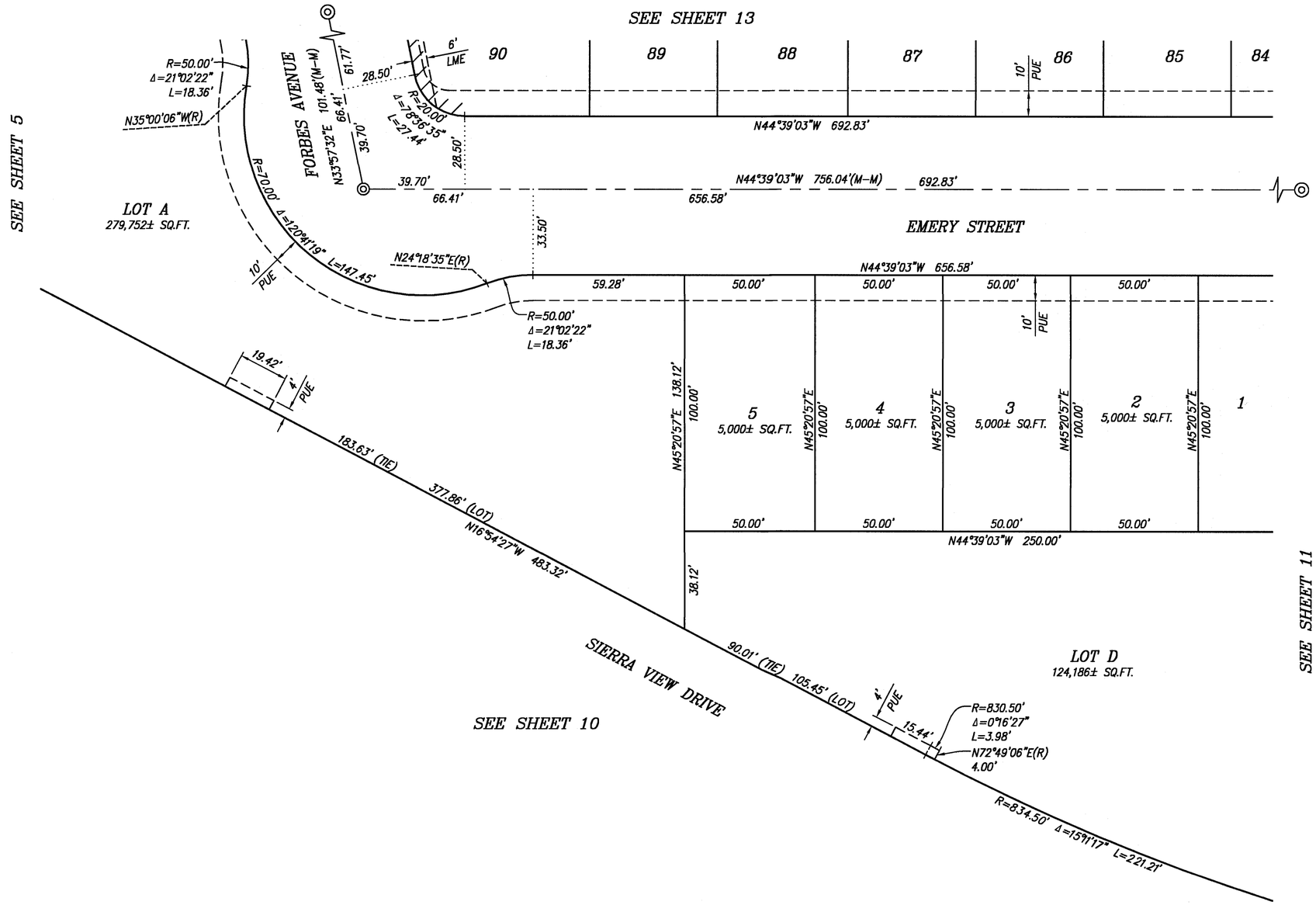
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LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — — —	EXISTING EASEMENT LINE
– – – –	NEW EASEMENT LINE
—— – – ——	MONUMENT LINE
.....	MONUMENT TIE LINE
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SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
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TRACY HILLS VILLAGES 2 AND 3

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CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

Curve Table			
Curve	Radius	Delta	Length
C1	283.50'	3°27'30"	17.11'
C2	278.50'	8°04'31"	39.25'
C3	221.50'	6°07'07"	23.65'
C4	221.50'	5°16'18"	20.38'

DESIGNATED REMAINDER
PARCEL 1

N88°37'53"W 13.90'
N45°20'57"E 611.58'
N44°39'03"W 157.00'
N44°39'03"W 1451.73'
N45°20'57"E 35.77'
79.00' 50.00' 50.00' 50.00' 50.00'
80.00'
28.50' 28.50'
1' ACCESS RESERVE STRIP
4.5' LME
4' PUE
10' PUE
R=10'
R=20.00' Δ=90°00'00" L=31.42'
92.73'(M-PL)
44.23'
48.50'
59.00' 50.00' 50.00' 50.00' 50.00'
N44°39'03"W 714.00'

DASHWOOD STREET
N44°39'03"W 811.00'(M-M)
714.00'

10 5,000± SQ.FT.
9 5,000± SQ.FT.
8 5,000± SQ.FT.
7 5,000± SQ.FT.
6 5,036± SQ.FT.
LOT A 279,752± SQ.FT.
11 7,814± SQ.FT.
12 5,000± SQ.FT.
13 5,000± SQ.FT.
14 5,000± SQ.FT.
15 5,000± SQ.FT.
16
91 10,248± SQ.FT.
92 5,500± SQ.FT.
93 5,500± SQ.FT.
94 5,500± SQ.FT.
95 5,500± SQ.FT.
96
90 7,474± SQ.FT.
89 5,000± SQ.FT.
88 5,000± SQ.FT.
87 5,000± SQ.FT.
86 5,000± SQ.FT.
85

N45°20'57"E 250.00' 210.88'
N44°39'03"W 100.00'
10' PUE
FORBES AVENUE
N45°20'57"E 118.15'(M-M)
69.65'
10.88'
N44°39'03"W 28.50' 28.50'
N49°55'21"W(R)
N44°39'03"W 753.06'(T)
93.06' 84.16' 50.00' 50.00' 50.00' 50.00' 50.00'
R=250.00' Δ=11°23'25" L=49.70'(M-M)
R=221.50' Δ=11°23'25" L=44.03'
C1 C2 C3 C4
N52°43'34"W(R)
N44°39'03"W 102.76' 97.71'
5.05'
N56°02'28"W 33.50'
N52°34'58"W(R)
N33°57'32"E 35.06' 61.77'
33.50'
R=50.00' Δ=21°02'22" L=18.36'
N35°00'06"W(R)
R=70.00' Δ=120°41'19" L=147.45'
101.48'(M-M)
66.41'
39.70'
R=10'
R=20.00' Δ=79°56'35" L=27.91'
48.93' 50.00' 50.00' 50.00' 50.00'
N44°39'03"W 692.83'

EMERY STREET
39.70' 692.83' N44°39'03"W 756.04'(M-M)
66.41' 656.58'

SEE SHEET 5
SEE SHEET 14
SEE SHEET 12

0 30 60 90
1 inch = 30 ft.

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LEGEND

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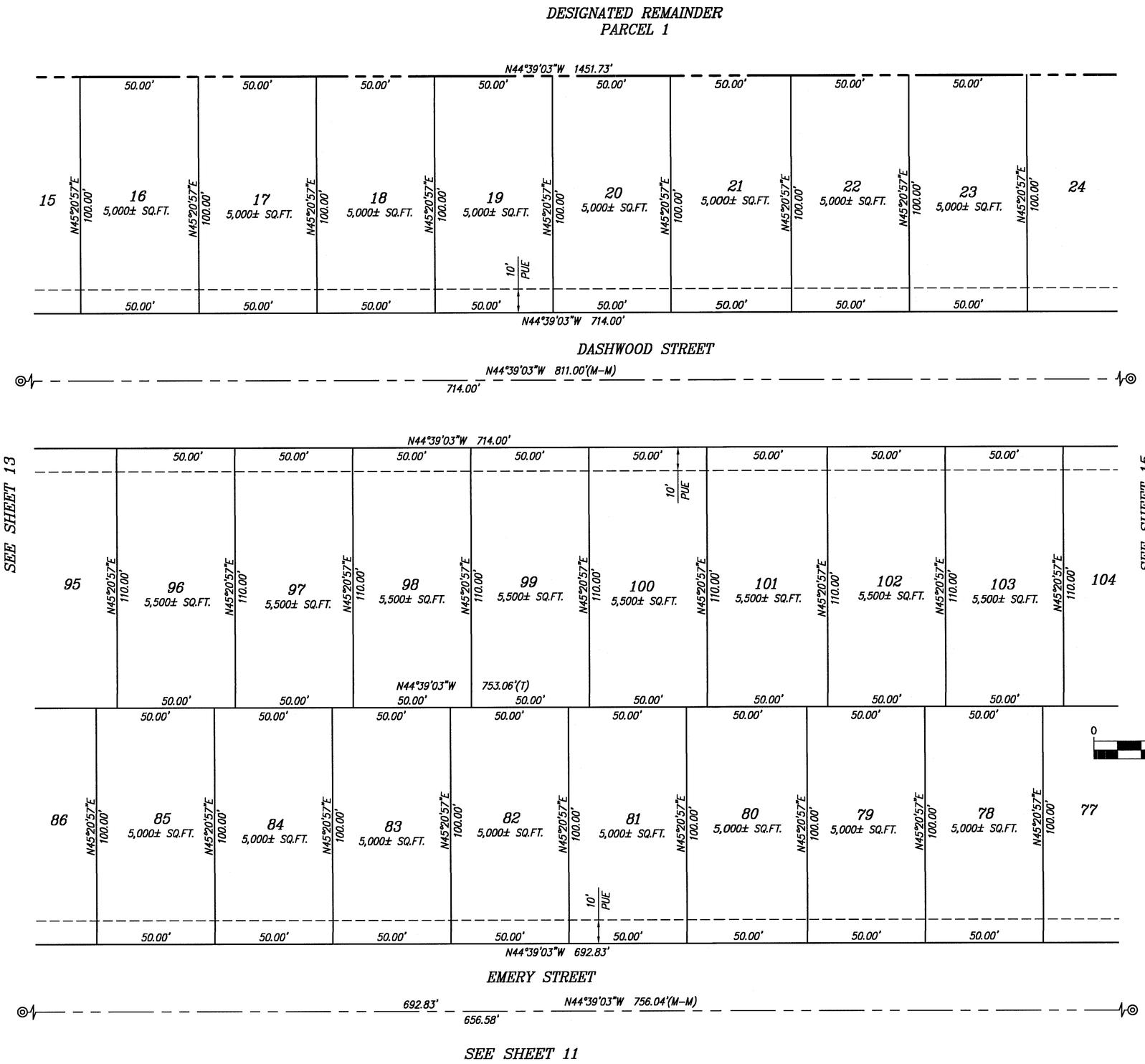
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FEBRUARY 2024



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) PARCEL MAP, 27 PM 41

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— - - ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

0 30 60 90

1 inch = 30 ft.

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

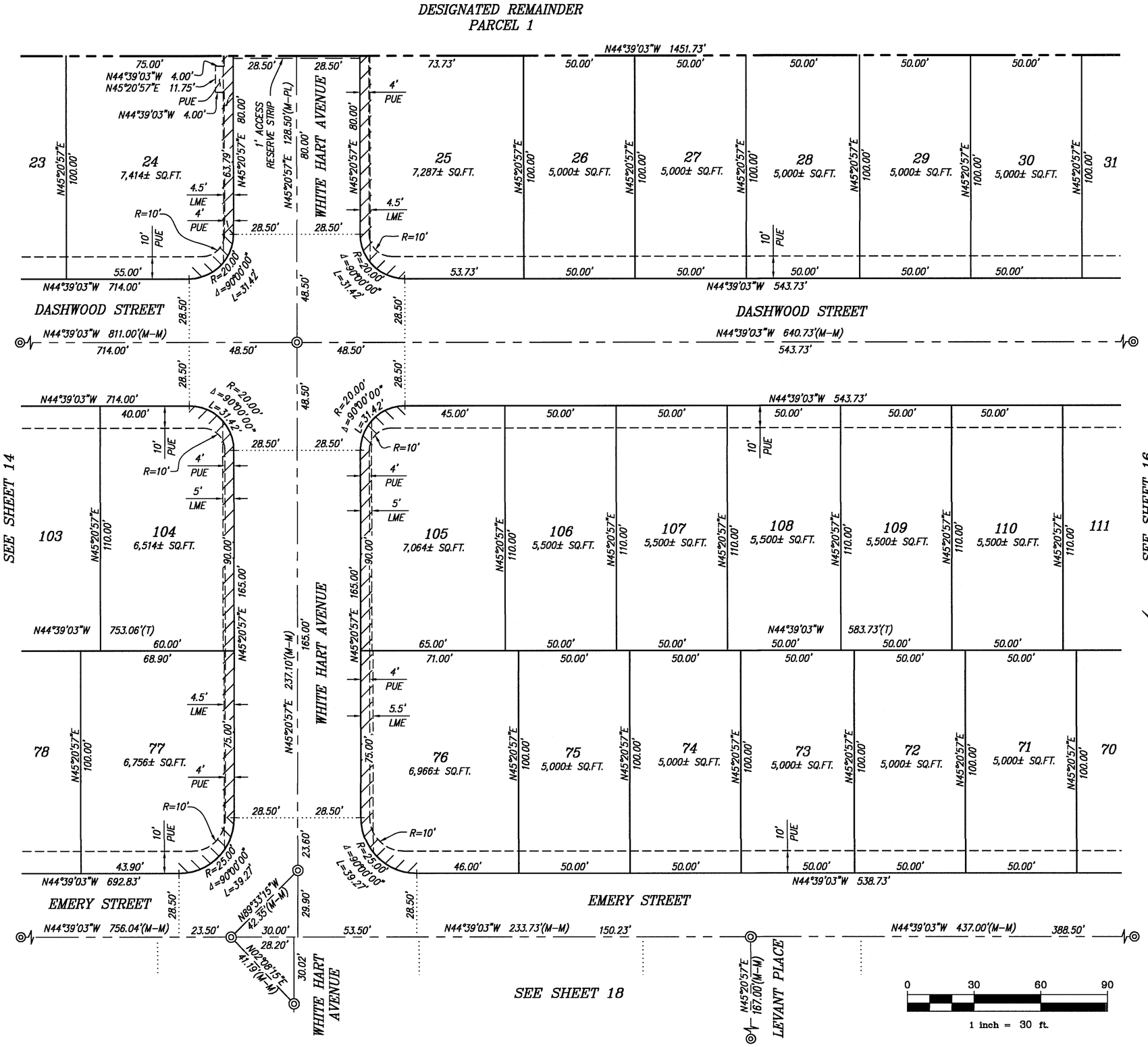
TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023-062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) PARCEL MAP, 27 PM 41

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
— - —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

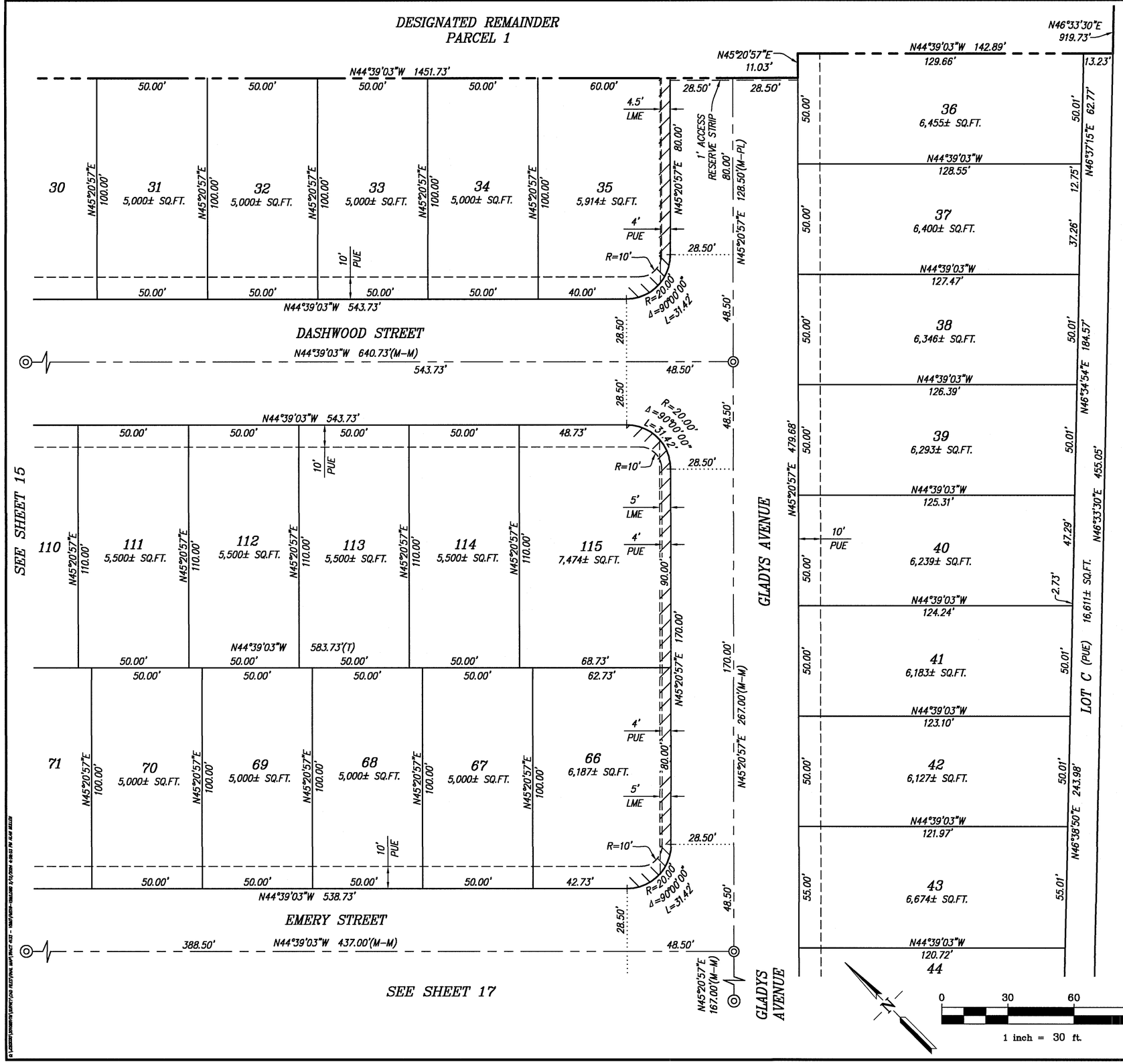
TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023-062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024



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(9) PARCEL MAP, 27 PM 41

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
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(M–PL)	MONUMENT TO PROPERTY LINE
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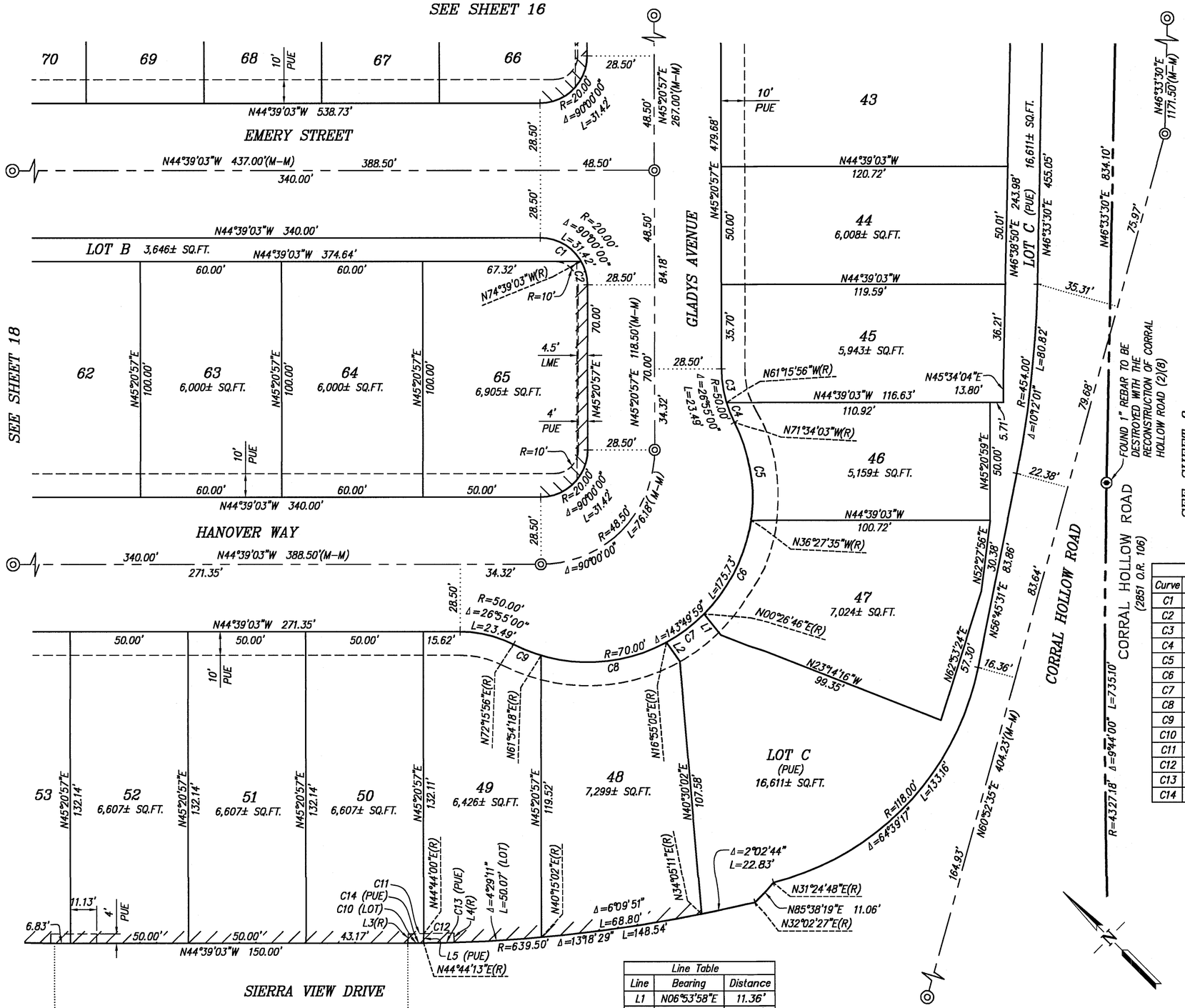
TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023–062991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Line Table		
Line	Bearing	Distance
L1	N06°53'58"E	11.36'
L2	N10°07'33"E	9.89'
L3	N45°19'42"E	4.00'
L4	N43°34'43"E	4.00'
L5	N45°20'57"E	4.00'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	60°00'00"	20.94'
C2	20.00'	30°00'00"	10.47'
C3	50.00'	16°36'52"	14.50'
C4	50.00'	10°18'07"	8.99'
C5	70.00'	35°06'28"	42.89'
C6	70.00'	36°54'21"	45.09'
C7	70.00'	16°28'19"	20.12'
C8	70.00'	44°59'13"	54.96'
C9	70.00'	10°21'39"	12.66'
C10	639.50'	0°36'43"	6.83'
C11	635.50'	0°35'42"	6.60'
C12	635.50'	1°09'16"	12.81'
C13	639.50'	1°09'30"	12.93'
C14	639.50'	0°35'28"	6.60'

REFERENCES:

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(9) PARCEL MAP, 27 PM 41

GRID NOTE:

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BASIS OF BEARINGS

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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
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- EXISTING PROPERTY LINE
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- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
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(M-PL)	MONUMENT TO PROPERTY LINE
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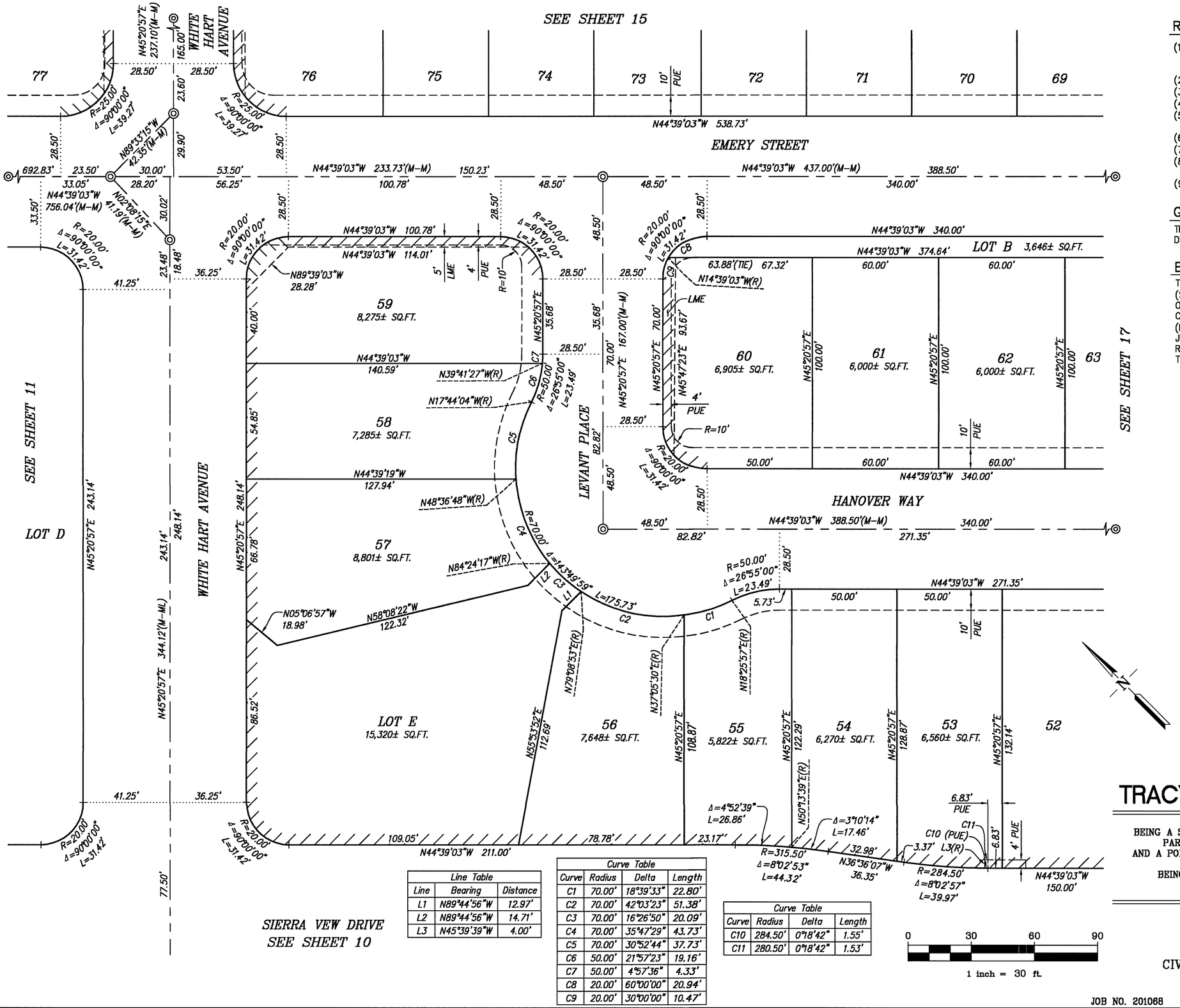
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Line Table		
Line	Bearing	Distance
L1	N89°44'56"W	12.97'
L2	N89°44'56"W	14.71'
L3	N45°39'39"W	4.00'

Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	18°39'33"	22.80'
C2	70.00'	42°03'23"	51.38'
C3	70.00'	16°26'50"	20.09'
C4	70.00'	35°47'29"	43.73'
C5	70.00'	30°52'44"	37.73'
C6	50.00'	21°57'23"	19.16'
C7	50.00'	4°57'36"	4.33'
C8	20.00'	60°00'00"	20.94'
C9	20.00'	30°00'00"	10.47'

Curve Table			
Curve	Radius	Delta	Length
C10	284.50'	0°18'42"	1.55'
C11	280.50'	0°18'42"	1.53'

0 30 60 90

1 inch = 30 ft.

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	LOT LINE
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(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
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TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 2 AND 3

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20-0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOTS "A", "B", "C", "D", AND "E") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

I:\projects\201068\Civil\Drawings\Final Maps\FM 2 - Additional Info Sheet.dwg 2/14/2024 4:53:16 PM

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4134, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 5 AND 6", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "LINDEN AVENUE", "POND PLACE", "STANEK AVENUE", "ULSTER AVENUE", "RABINO AVENUE", "OSCAR DRIVE", "OLD LARKS LANE", "JONAH STREET", "NATION WAY", "KISMET STREET", AND "PENELOPE STREET" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS LOT "A" FOR PUBLIC PARK PURPOSES",

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE NORTH END OF OLD LARKS LANE, JONAH STREET, KISMET STREET, THE WEST SIDE OF LINDEN AVENUE, AND THE SOUTH END OF LINDEN AVENUE. SAID ONE (1) FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS //////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 13 AND 14 TO AND FROM POND PLACE, LOTS 77, 78, 79 AND 80 TO AND FROM STANEK AVENUE, LOT 77 TO AND FROM KISMET STREET, LOTS 36, 37, 56, 57 AND 76 TO AND FROM ULSTER AVENUE, LOTS 1, 26, 27, 46, 47, 66, 67 AND 111 TO AND FROM RABINO AVENUE, LOT 112 TO AND FROM OSCAR DRIVE, AND LOTS 122 AND 123 TO AND FROM PENELOPE STREET.

EXECUTED THIS 14 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

Jaime Marie Cuen
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

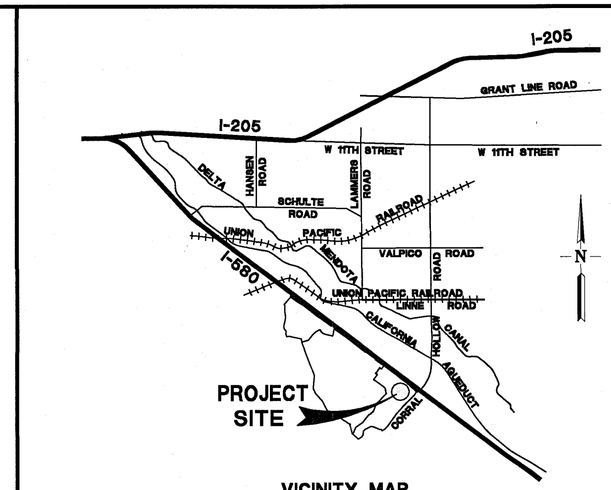
TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4132

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENTS (TRACY HILLS 2A, CALIFORNIA) RECORDED ON FEBRUARY 28, 2022 AS DOCUMENT NO. 2022-026709 AS AMENDED AND RESTATED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123120 AND MODIFIED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015790 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Lauren Mary Morte

PRINT NAME: LAUREN MARY MORTE

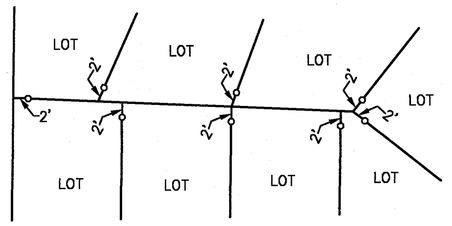
MY COMMISSION NUMBER: 2473306

MY COMMISSION EXPIRES: NOV 21, 2027

PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____
OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4132

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17th DAY OF April, 2024.

Scott A. Shortlidge

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4134, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 5 AND 6", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4134, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 5 AND 6", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"LINDEN AVENUE", "POND PLACE", "STANEK AVENUE", "ULSTER AVENUE", "RABINO AVENUE", "OSCAR DRIVE", "OLD LARKS LANE", "JONAH STREET", "NATION WAY", "KISMET STREET", AND "PENELOPE STREET".

FOR THE PURPOSE OF PUBLIC PARK:

LOT "A".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. SJCOG, INC. CONSERVATION EASEMENTS: 2012-091623 AND 2016-041345
2. STATE OF CALIFORNIA – ABUTTER'S EASEMENT RIGHTS: 2915 O.R. 621
3. TIDE WATER OIL COMPANY – PIPE LINE EASEMENT RIGHTS: 3079 O.R. 318 AND 3132 O.R. 674

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4134, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 5 AND 6", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 13 AND 14 TO AND FROM POND PLACE, LOTS 77, 78, 79 AND 80 TO AND FROM STANEK AVENUE, LOT 77 TO AND FROM KISMET STREET, LOTS 36, 37, 56, 57 AND 76 TO AND FROM ULSTER AVENUE, LOTS 1, 26, 27, 46, 47, 66, 67 AND 111 TO AND FROM RABINO AVENUE, LOT 112 TO AND FROM OSCAR DRIVE, AND LOTS 122 AND 123 TO AND FROM PENELOPE STREET.

ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE NORTH END OF OLD LARKS LANE, JONAH STREET, KISMET STREET, THE WEST SIDE OF LINDEN AVENUE, AND THE SOUTH END OF LINDEN AVENUE. ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF LOT "A", SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

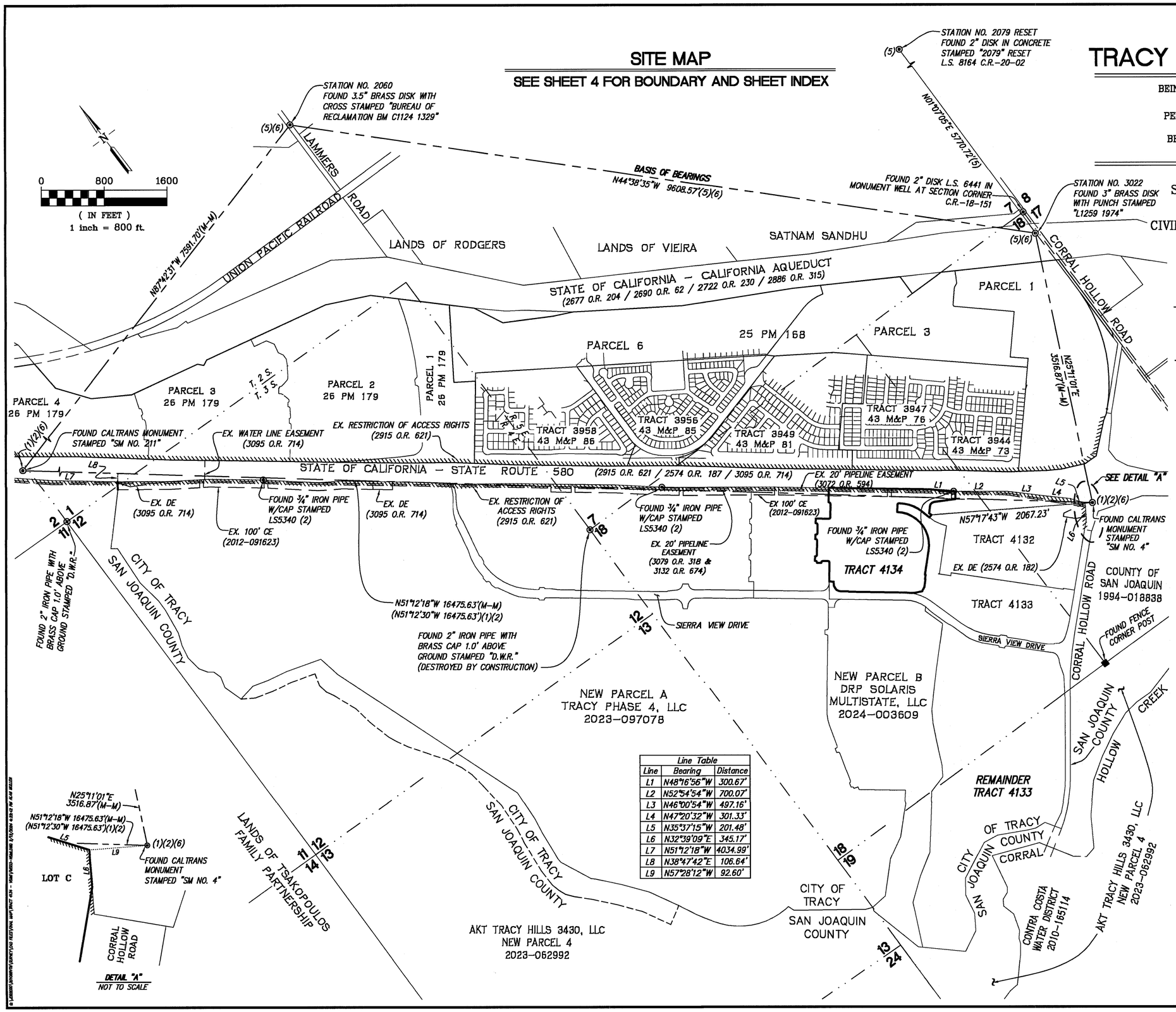
TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4132

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Line Table		
Line	Bearing	Distance
L1	N48°16'56"W	300.67'
L2	N52°54'54"W	700.07'
L3	N46°00'54"W	497.16'
L4	N47°20'32"W	301.33'
L5	N35°37'15"W	201.48'
L6	N32°39'09"E	345.17'
L7	N51°12'18"W	4034.99'
L8	N38°47'42"E	106.64'
L9	N57°28'12"W	92.60'

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

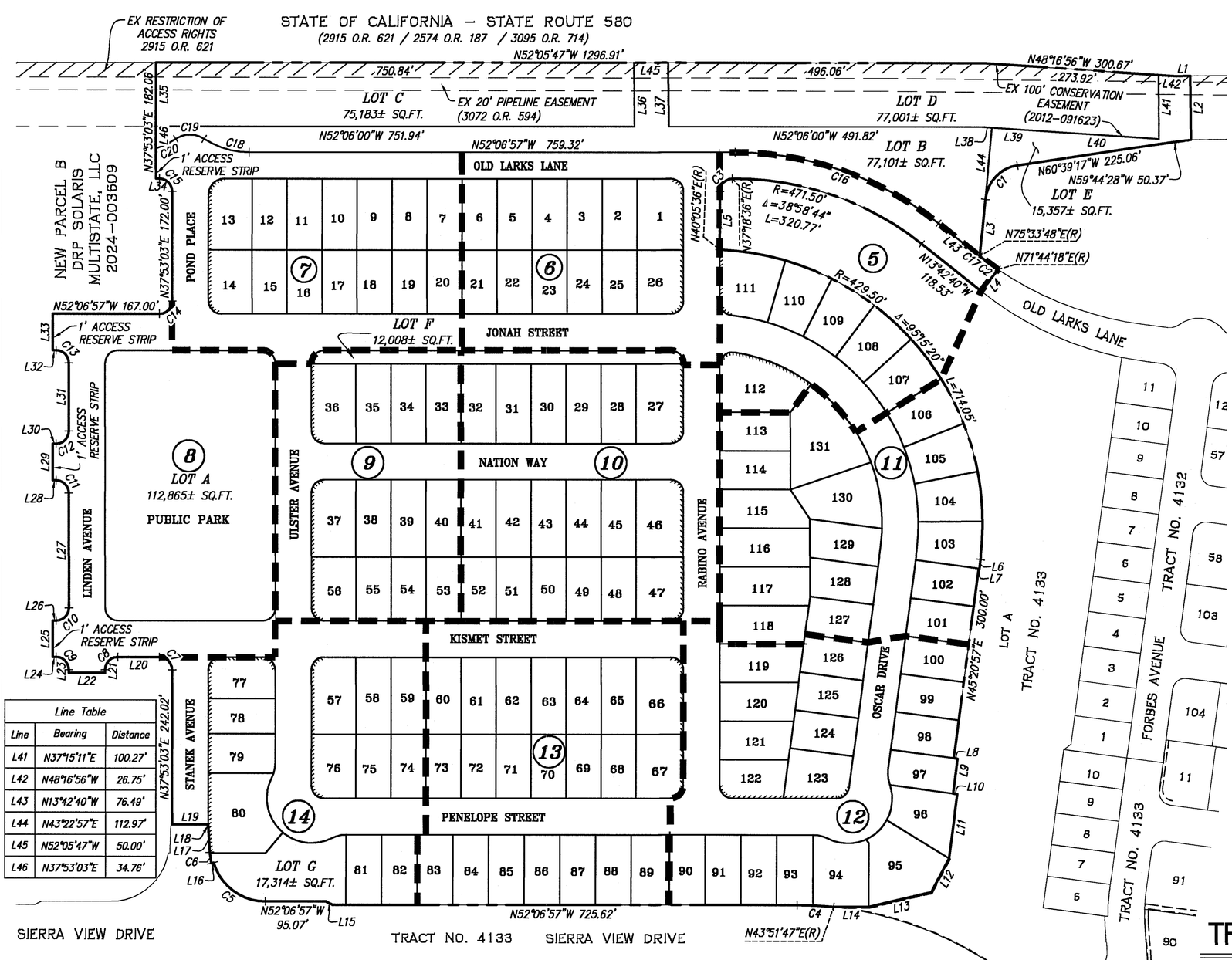
- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4132

Line Table		
Line	Bearing	Distance
L1	N52°54'54"W	23.33'
L2	N37°15'11"E	100.00'
L3	N43°22'57"E	89.71'
L4	N76°17'20"E	43.17'
L5	N37°53'03"E	91.30'
L6	N45°20'57"E	13.95'
L7	N44°39'03"W	1.00'
L8	N44°39'03"W	6.41'
L9	N45°20'57"E	55.00'
L10	N44°39'03"W	6.59'
L11	N45°20'57"E	101.68'
L12	N65°13'40"E	59.86'
L13	N65°27'01"W	101.16'
L14	N52°06'57"W	55.00'
L15	N25°33'03"W	11.18'
L16	N63°27'04"W	3.94'
L17	N34°27'02"E	40.95'
L18	N37°53'03"E	2.70'
L19	N52°06'57"W	57.00'
L20	N52°06'57"W	65.00'
L21	N37°53'03"E	5.00'
L22	N52°06'57"W	57.00'
L23	N37°53'03"E	5.00'
L24	N52°06'57"W	5.00'
L25	N37°53'03"E	57.00'
L26	N52°06'57"W	5.00'
L27	N37°53'03"E	180.00'
L28	N52°06'57"W	5.00'
L29	N37°53'03"E	57.00'
L30	N52°06'57"W	5.00'
L31	N37°53'03"E	107.00'
L32	N52°06'57"W	5.00'
L33	N37°53'03"E	57.00'
L34	N52°06'57"W	5.00'
L35	N37°53'03"E	100.08'
L36	N37°15'11"E	100.04'
L37	N37°15'11"E	100.04'
L38	N48°17'09"W	15.12'
L39	N48°17'09"W	68.69'
L40	N48°17'09"W	194.37'



Line Table		
Line	Bearing	Distance
L41	N37°15'11"E	100.27'
L42	N48°16'56"W	26.75'
L43	N13°42'40"W	76.49'
L44	N43°22'57"E	112.97'
L45	N52°05'47"W	50.00'
L46	N37°53'03"E	34.76'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4132

Curve Table			
Curve	Radius	Delta	Length
C1	60.00'	75°57'46"	79.55'
C2	530.00'	3°49'30"	35.38'
C3	20.00'	89°25'33"	31.22'
C4	551.50'	5°58'44"	57.55'
C5	85.00'	73°36'35"	109.20'
C6	135.00'	7°20'39"	17.30'
C7	20.00'	90°00'00"	31.42'

Curve Table			
Curve	Radius	Delta	Length
C8	20.00'	90°00'00"	31.42'
C9	20.00'	90°00'00"	31.42'
C10	20.00'	90°00'00"	31.42'
C11	20.00'	90°00'00"	31.42'
C12	20.00'	90°00'00"	31.42'
C13	20.00'	90°00'00"	31.42'
C14	20.00'	90°00'00"	31.42'

Curve Table			
Curve	Radius	Delta	Length
C15	20.00'	90°00'00"	31.42'
C16	513.00'	38°24'17"	343.86'
C17	530.00'	0°43'31"	6.71'
C18	129.50'	33°02'45"	74.69'
C19	40.50'	66°31'41"	47.03'
C20	129.50'	15°21'28"	34.71'

0 120 240 360
1 inch = 120 ft.

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 39.59±ACRES
AREA OF LOTS 1–131 = 20.14±ACRES
AREA OF STREETS = 10.57±ACRES

SHEET COVERAGE

(5) SHEET NUMBER

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M–M) MONUMENT TO MONUMENT
- (M–ML) MONUMENT TO MONUMENT LINE
- (M–PL) MONUMENT TO PROPERTY LINE
- (TIE–PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

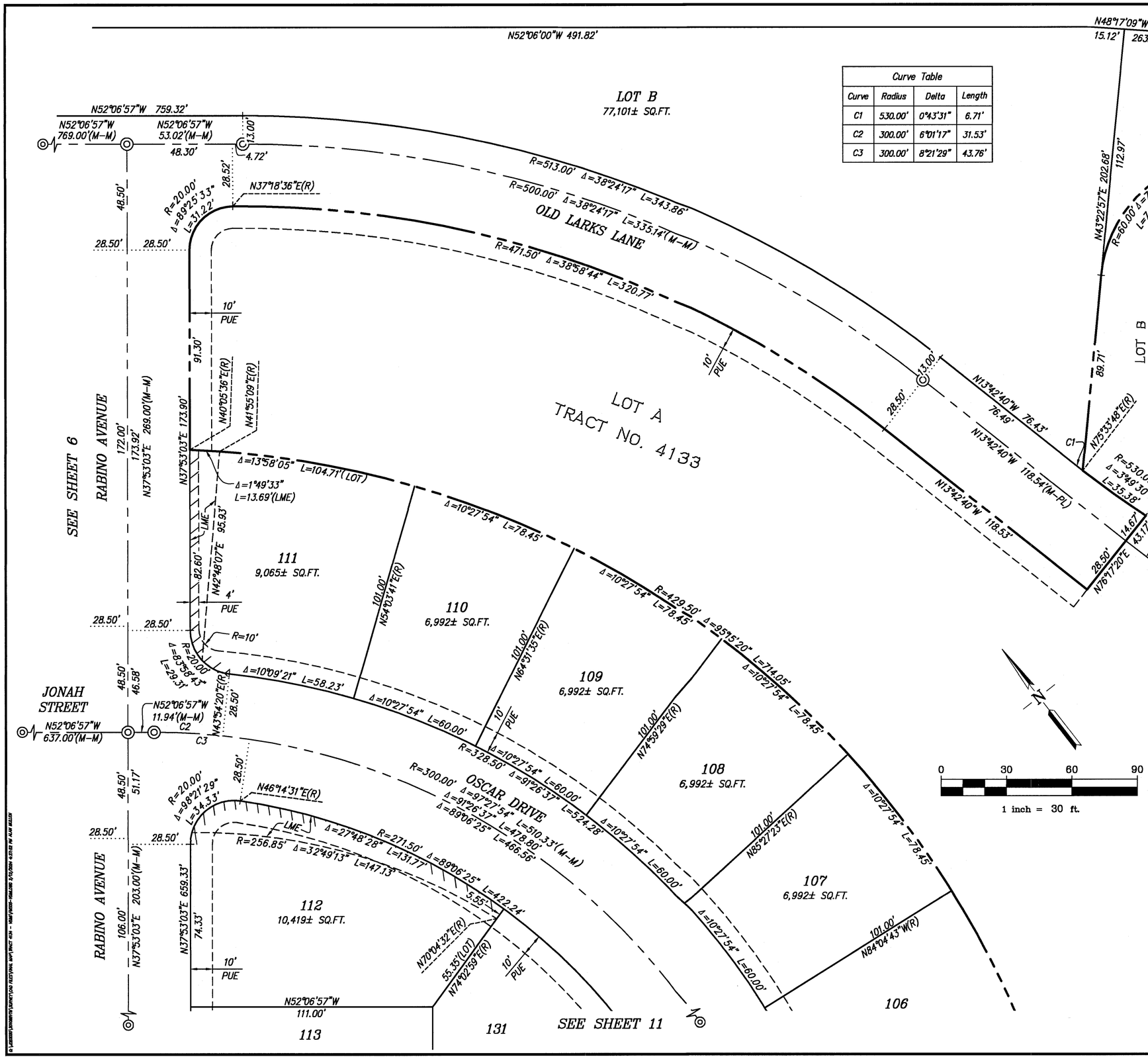
TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4132
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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	530.00'	0°43'31"	6.71'
C2	300.00'	6°01'17"	31.53'
C3	300.00'	8°21'29"	43.76'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
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TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 5 AND 6

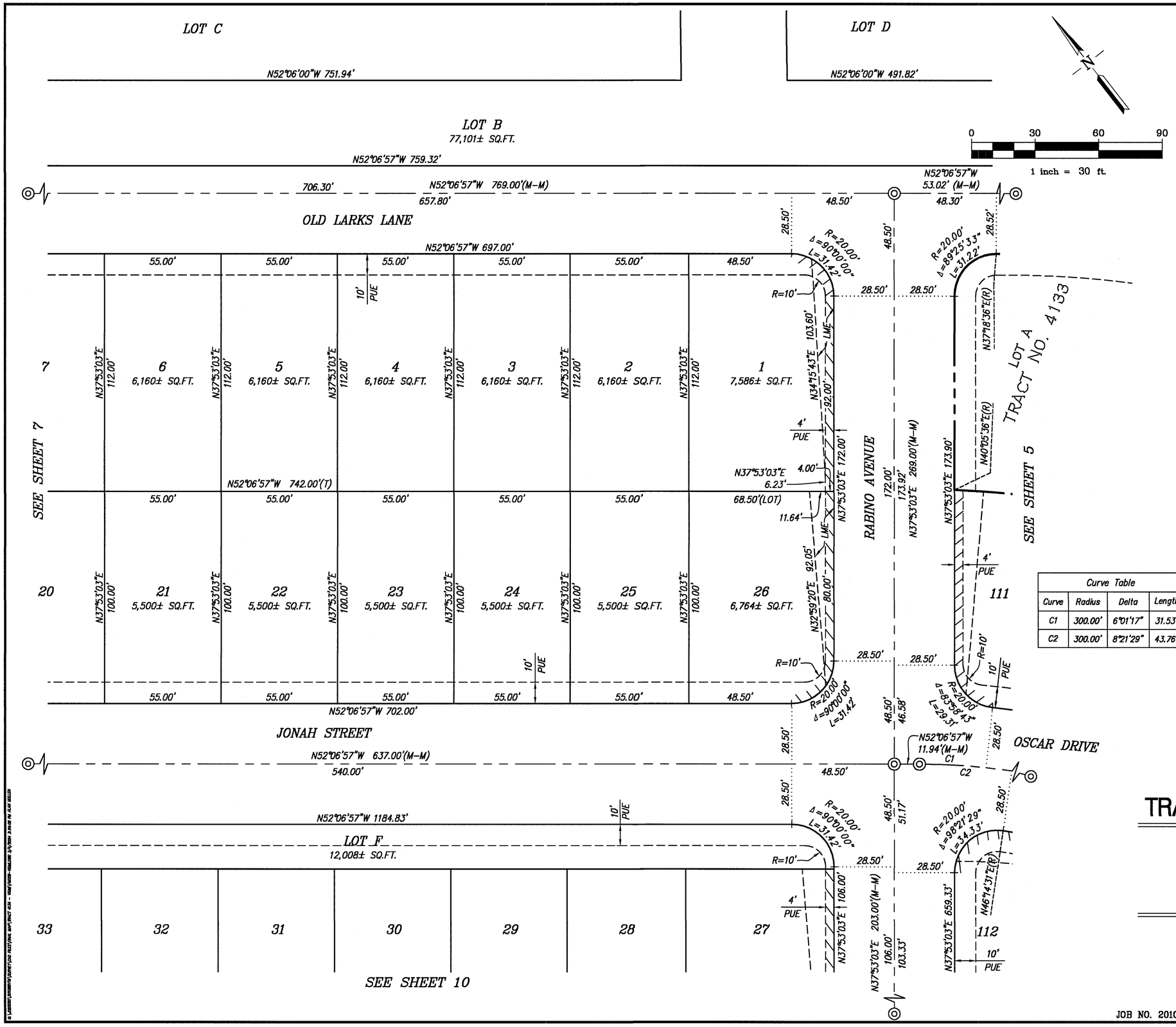
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4132

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	300.00'	6°01'17"	31.53'
C2	300.00'	8°21'29"	43.76'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4132

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
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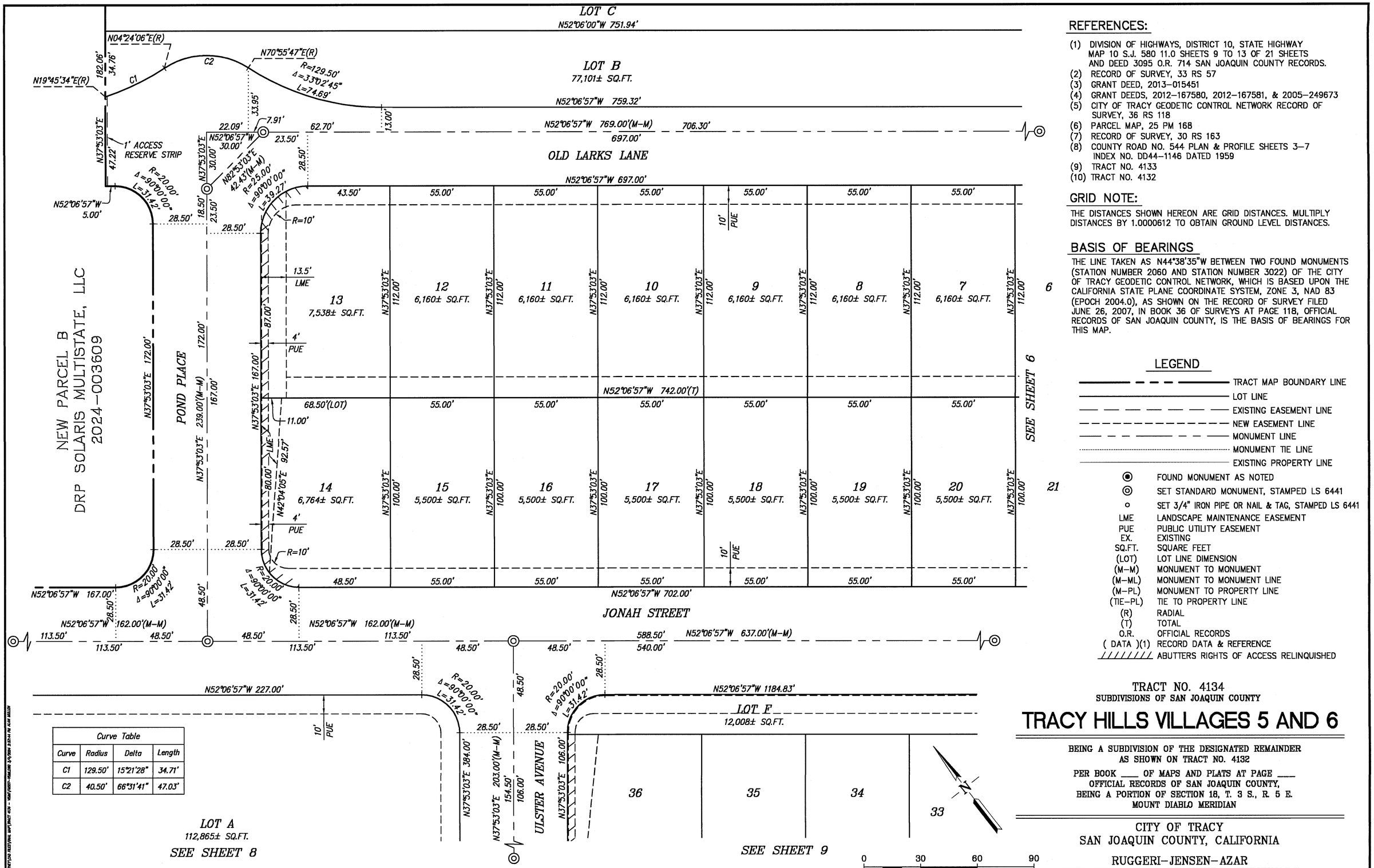
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PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

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Curve Table			
Curve	Radius	Delta	Length
C1	129.50'	15°21'28"	34.71'
C2	40.50'	66°31'41"	47.03'

REFERENCES:

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	MONUMENT LINE
	MONUMENT TIE LINE
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SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
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(R)	RADIAL
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0 30 60 90

1 inch = 30 ft.

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SUBDIVISIONS OF SAN JOAQUIN COUNTY

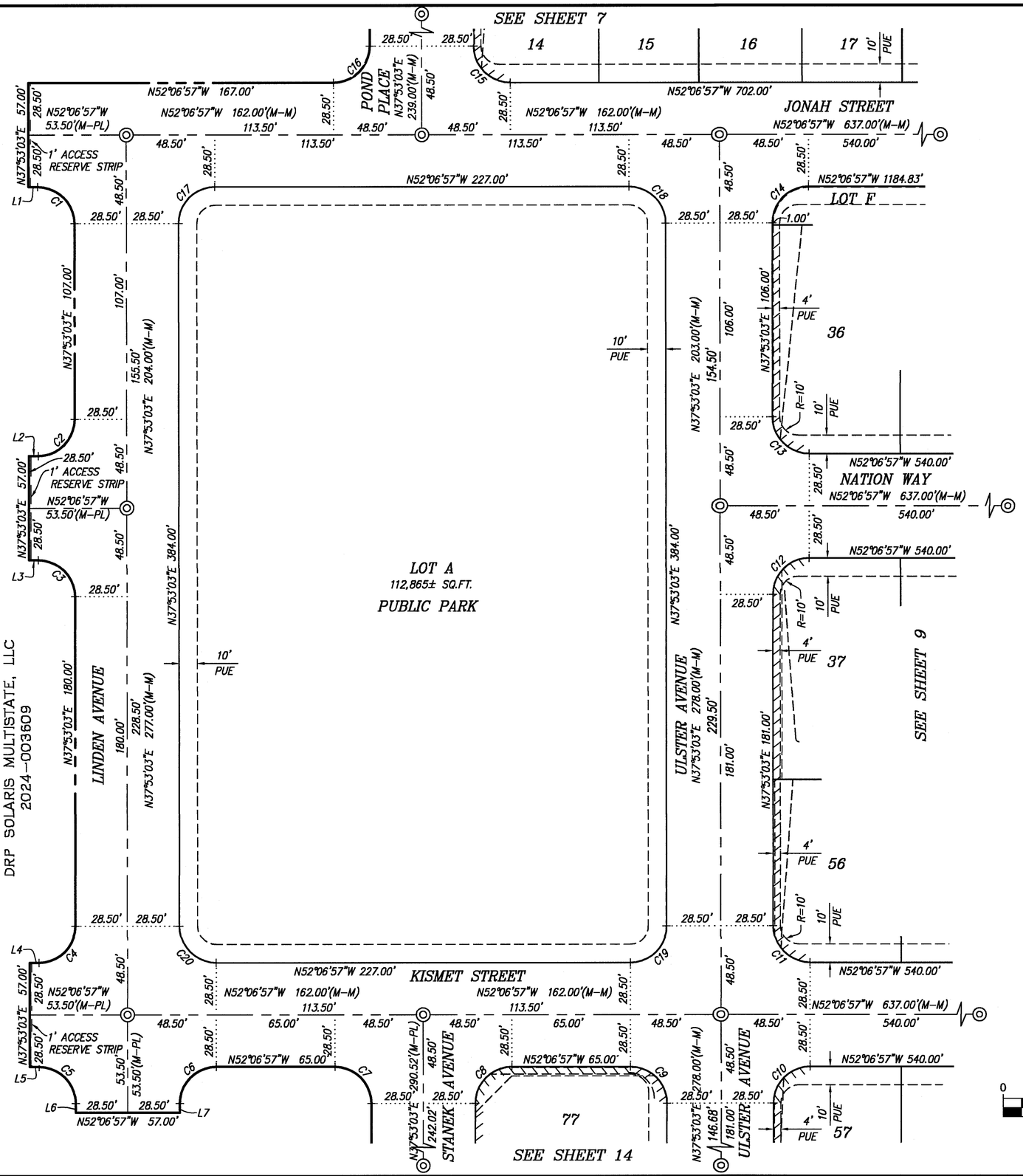
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FEBRUARY 2024



Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'
C6	20.00'	90°00'00"	31.42'
C7	20.00'	90°00'00"	31.42'
C8	20.00'	90°00'00"	31.42'
C9	20.00'	90°00'00"	31.42'
C10	20.00'	90°00'00"	31.42'
C11	20.00'	90°00'00"	31.42'
C12	20.00'	90°00'00"	31.42'
C13	20.00'	90°00'00"	31.42'
C14	20.00'	90°00'00"	31.42'
C15	20.00'	90°00'00"	31.42'
C16	20.00'	90°00'00"	31.42'
C17	20.00'	90°00'00"	31.42'
C18	20.00'	90°00'00"	31.42'
C19	20.00'	90°00'00"	31.42'
C20	20.00'	90°00'00"	31.42'

Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	5.00'
L2	N52°06'57"W	5.00'
L3	N52°06'57"W	5.00'
L4	N52°06'57"W	5.00'
L5	N52°06'57"W	5.00'
L6	N37°53'03"E	5.00'
L7	N37°53'03"E	5.00'

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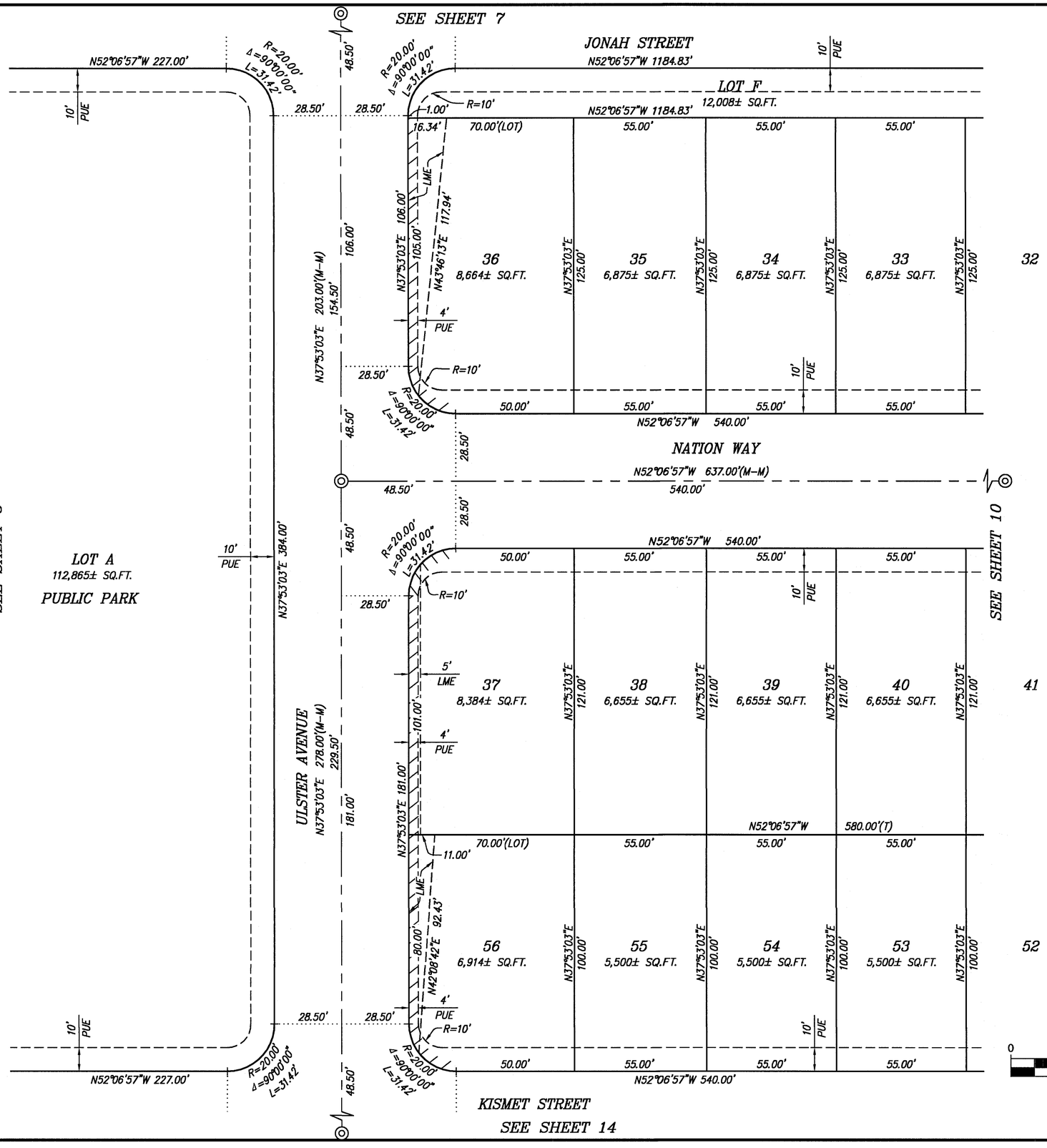
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- SQ.FT. SQUARE FEET
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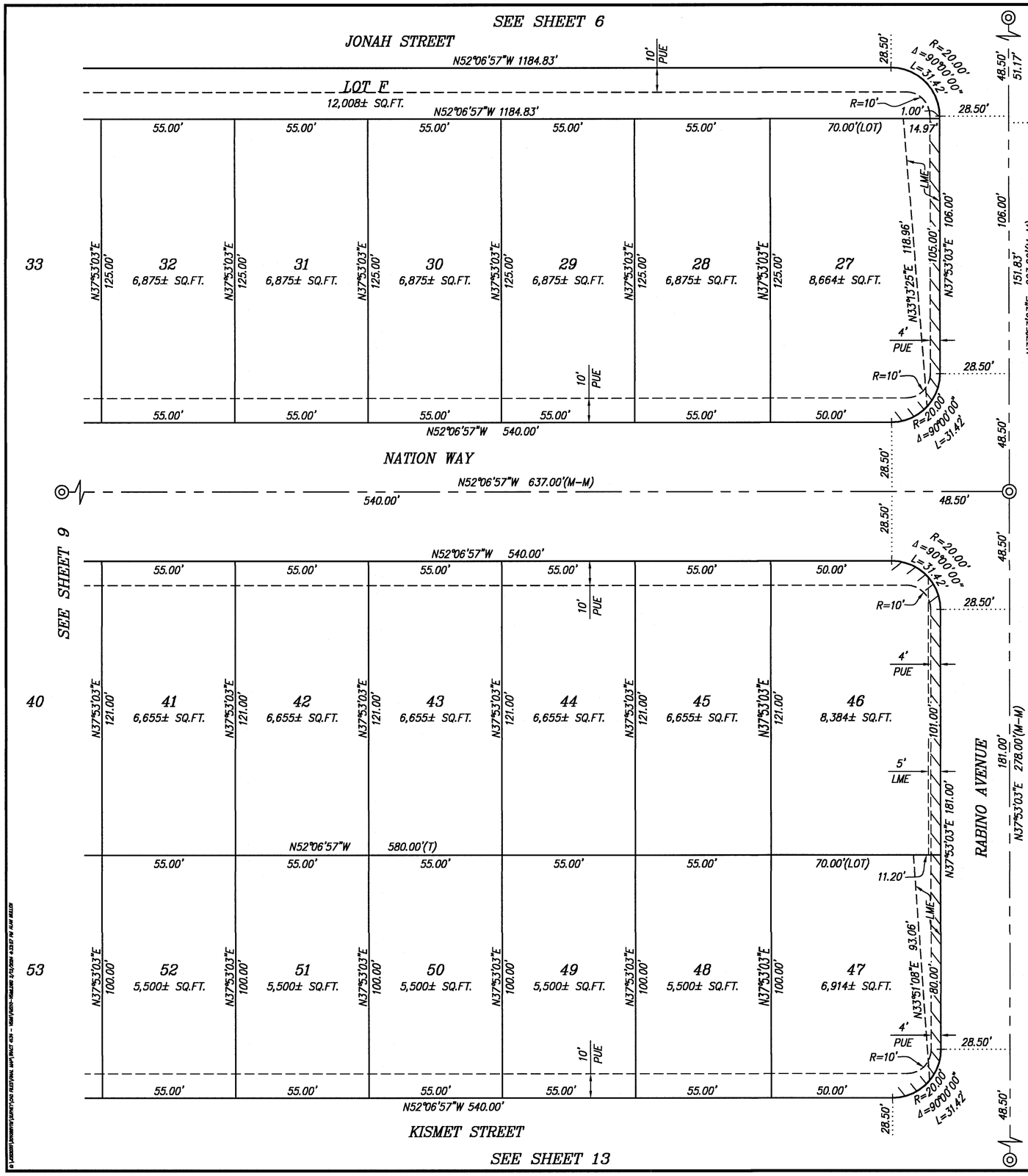
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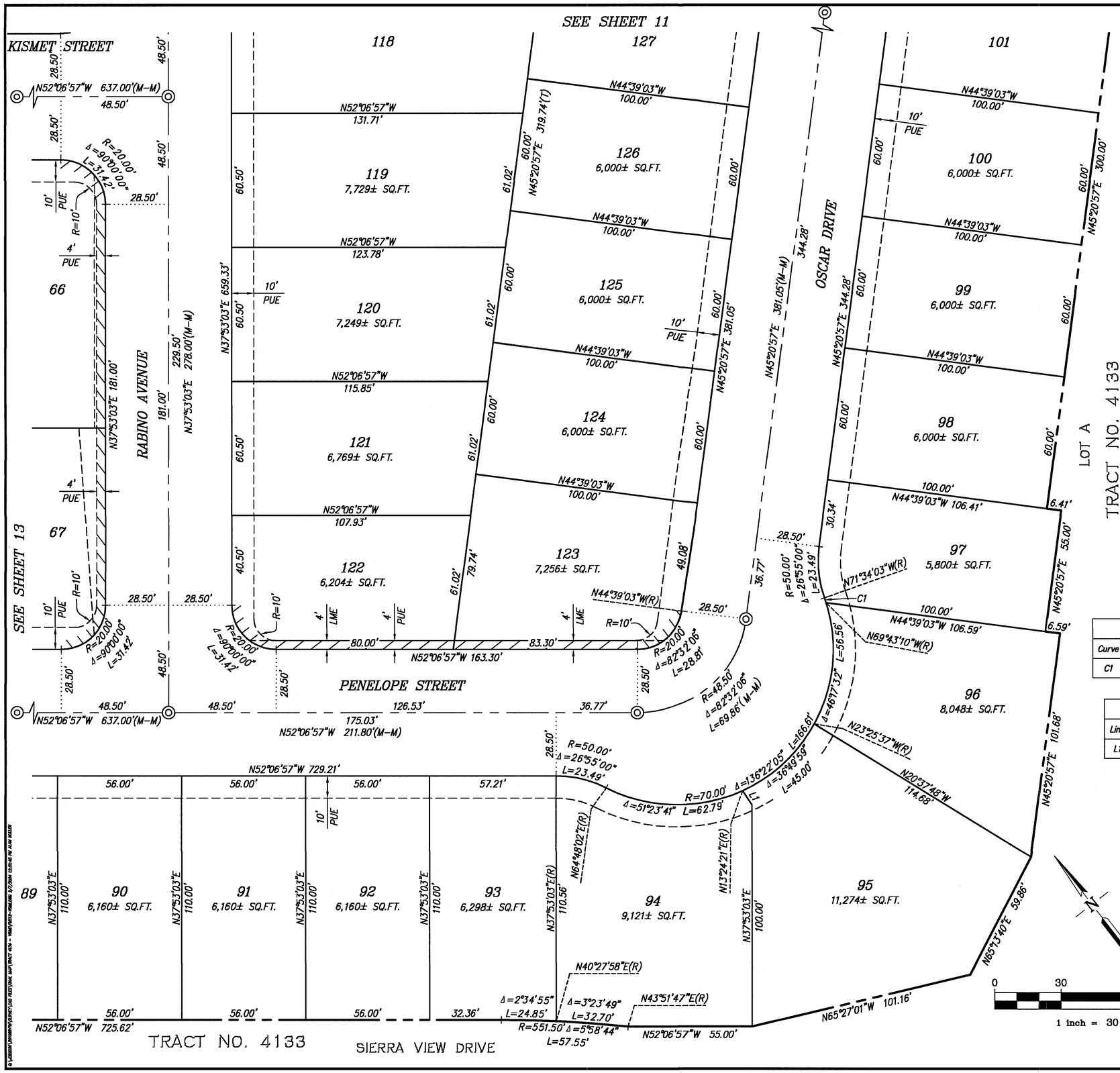
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Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	1°50'53"	2.26'

Line Table		
Line	Bearing	Distance
L1	N03°41'59"E	7.61'

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

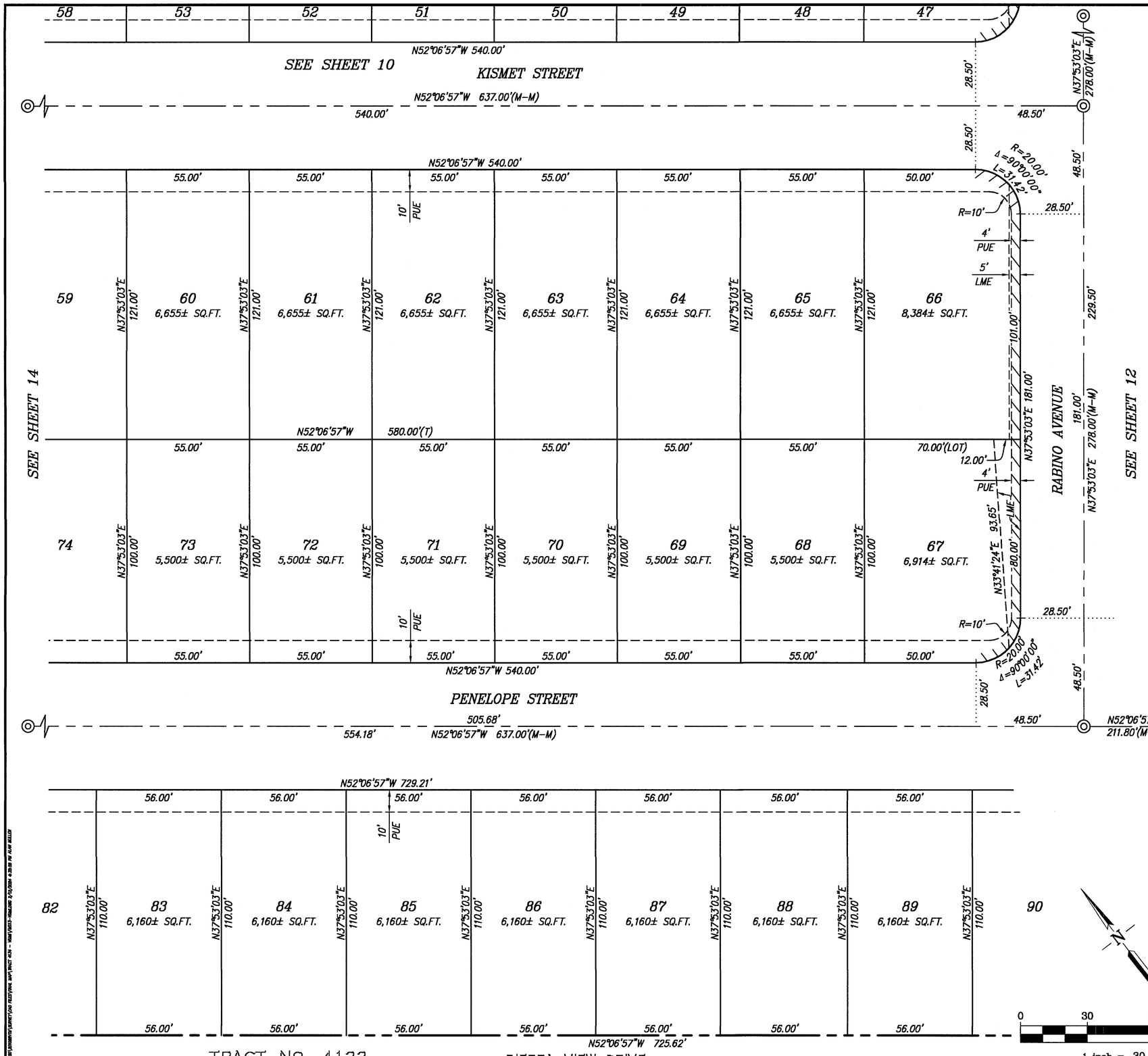
TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4132
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4132

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

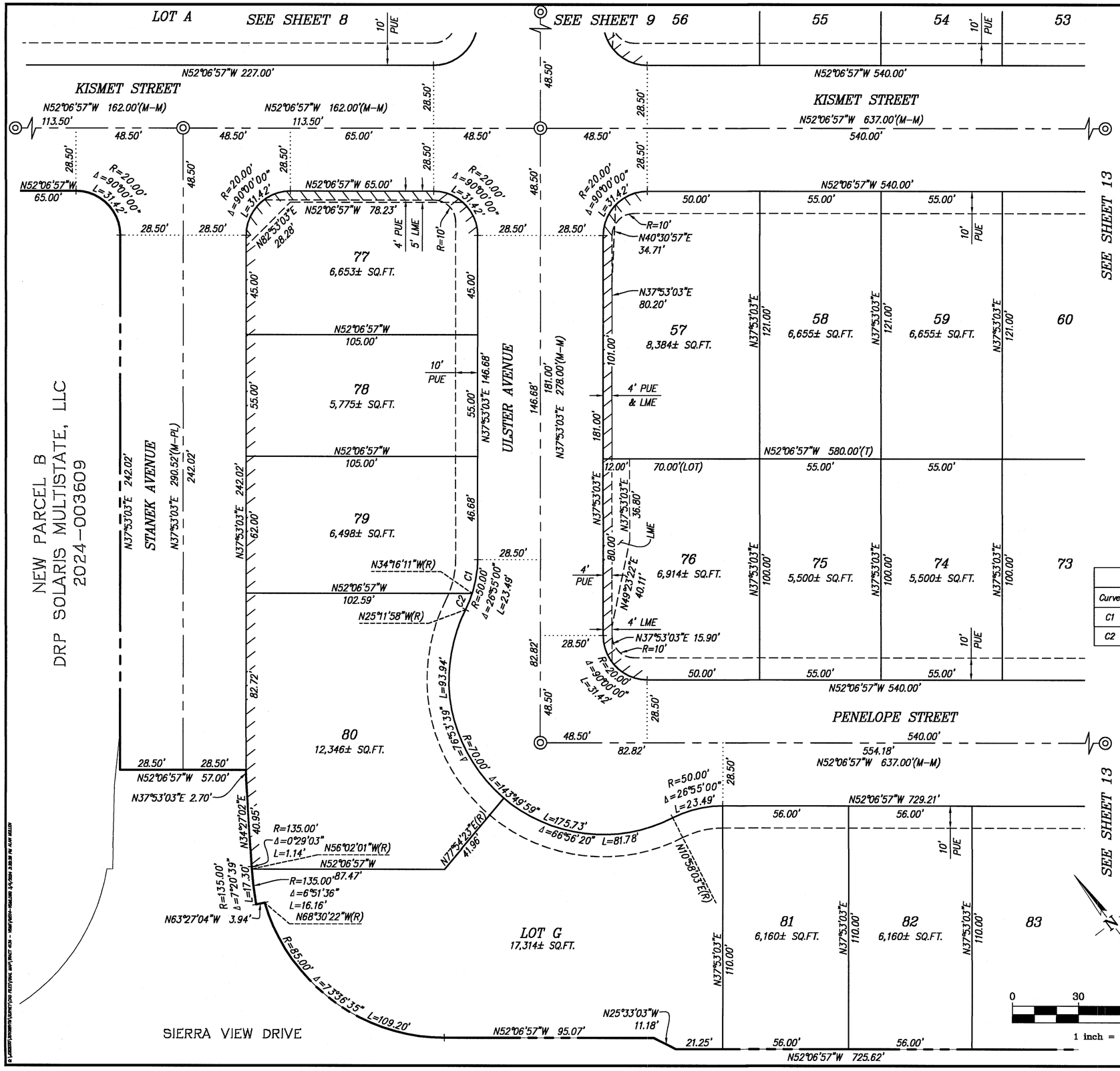
TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4132
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	17°50'46"	15.57'
C2	50.00'	9°04'13"	7.92'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4132

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201066

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4132

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "B", "C", "D", "E", "F" AND "G") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

ATTACHMENT 4 - 201068 TRACY HILLS VILLAGES 5 AND 6 - FINAL MAP\SHEETS FOR PLANNING\201068 SHEET 15.DWG

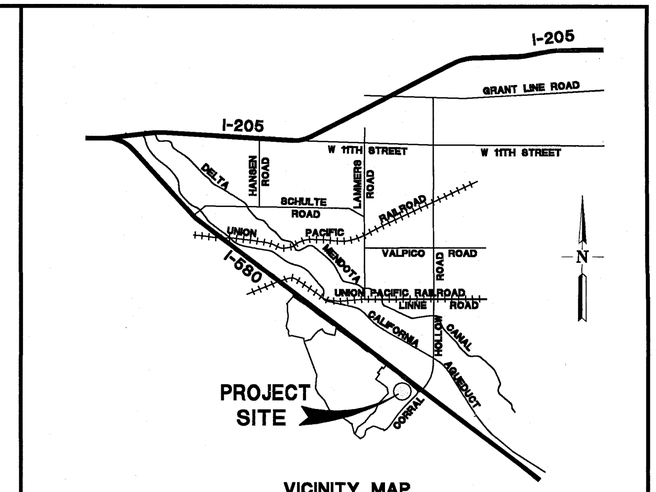
TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4135, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "KESTER WAY", "JOSHUA STREET", "GALIEN COURT", "HOLLAND STREET", "HULLUM PLACE", "WHITE HART AVENUE" AND "PUNJYA BROTHERS DRIVE" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE SOUTH END OF WHITE HART AVENUE AND PUNJYA BROTHERS DRIVE. SAID ONE (1) FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "STORM DRAIN EASEMENT" OR "SDE" ARE FOR PUBLIC STORM DRAIN PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "SSE" ARE FOR PUBLIC SANITARY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 1, 2, 3, 4, 42, 43, 62, 63, 64, 65 AND 83 TO AND FROM WHITE HEART AVENUE, LOTS 31, 54, 55, 72, 73, 99 AND 91 TO AND FROM PUNJYA BROTHERS DRIVE, LOT 1 TO AND FROM JOSHUA STREET, LOTS 84 AND 97 TO AND FROM HULLUM PLACE.

EXECUTED THIS 24 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: _____
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

_____
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

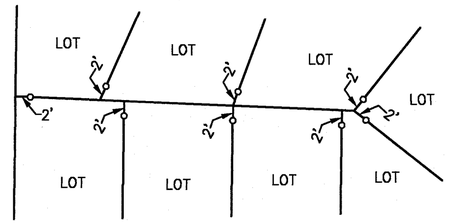
MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.

2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____
OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

_____
STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

G:\JOBS\201066\SURVEY\CAD FILES\FINAL MAP\TRACT 4135 - TRACY HILLS VILLAGE 7\2/13/2024 4:47:53 PM ALAN MALLEN

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT (TRACY HILLS 2A, CALIFORNIA) RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123122 AND MODIFIED PER DOCUMENT RECORDED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Lauren Mary Morte
PRINT NAME: LAUREN MARY MORTE
MY COMMISSION NUMBER: 2473306
MY COMMISSION EXPIRES: NOV 21, 2027
PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"KESTER WAY", "JOSHUA STREET", "GALIEN COURT", "HOLLAND STREET", "HULLUM PLACE", "WHITE HART AVENUE" AND "PUNJYA BROTHERS DRIVE".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE", "STORM DRAIN EASEMENT" OR "SDE", "SANITARY SEWER EASEMENT" OR "SSE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

NO AFFECTING EASEMENTS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17th DAY OF APRIL, 2024.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4135, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4135, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4135, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, STORM DRAIN EASEMENTS, AND SANITARY SEWER EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 1, 2, 3, 4, 42, 43, 62, 63, 64, 65, 83 TO AND FROM WHITE HEART AVENUE, LOTS 31, 54, 55, 72, 73, 99 AND 91 TO AND FROM PUNJYA BROTHERS DRIVE, LOT 1 TO AND FROM JOSHUA STREET, LOTS 84 AND 97 TO AND FROM HULLUM PLACE.

ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE SOUTH END OF WHITE HEART AVENUE AND PUNJYA BROTHERS DRIVE. ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

G:\RJA\DWG\TRACY HILLS VILLAGE 7\SURVEY\CAD FILES\FINAL MAP\TRACT 4135 - VTM 9003-VTM# 2/12/2024 9:03:05 PM ALAN MELLEN

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

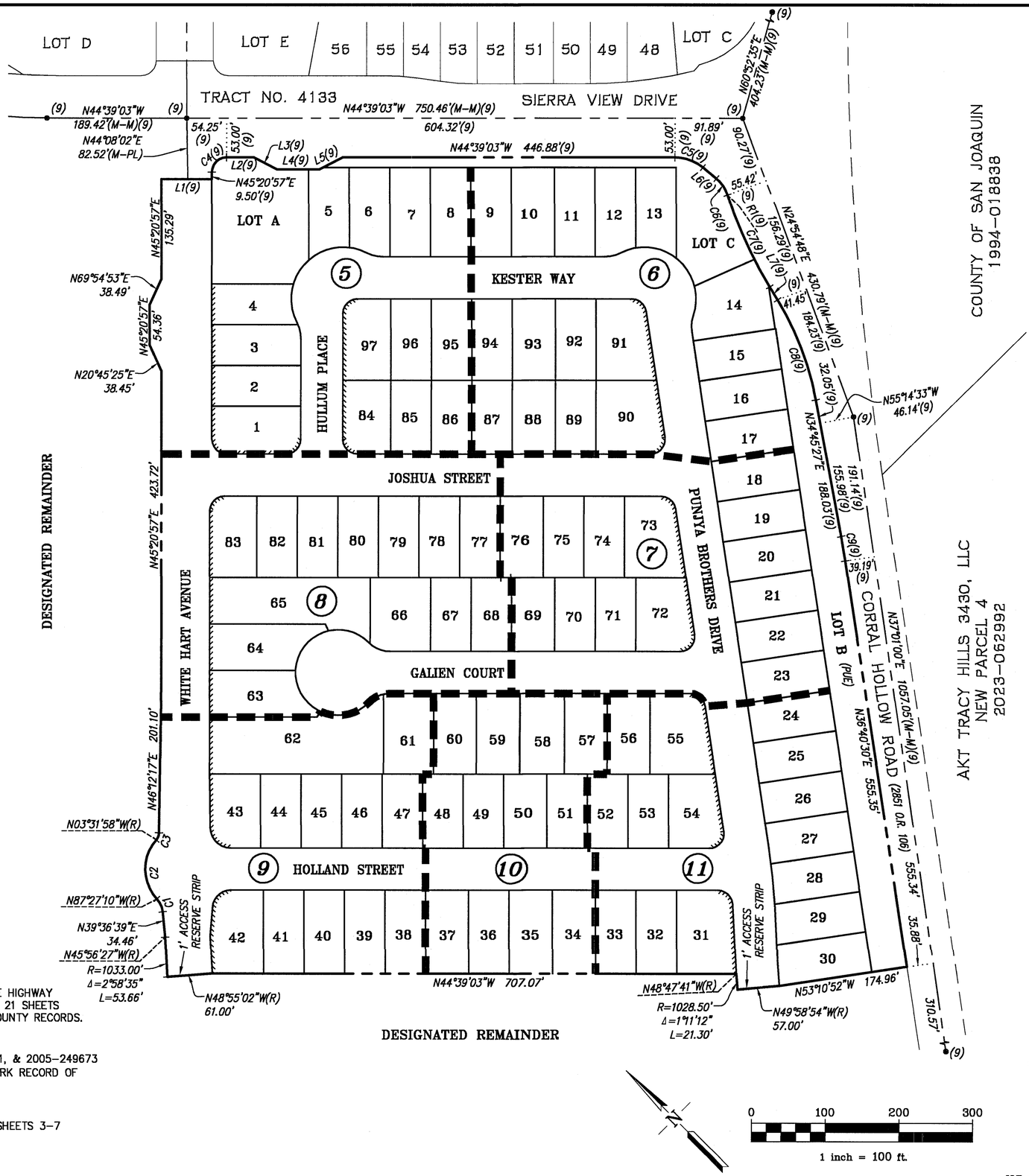
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
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- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
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LME	LANDSCAPE MAINTENANCE EASEMENT
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SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
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(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
//////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133



Line Table		
Line	Bearing	Distance
L1	N44°39'03"W	68.50'
L2	N44°39'03"W	36.71'
L3	N17°27'12"W	35.37'
L4	N44°39'03"W	57.81'
L5	N71°50'37"W	35.38'
L6	N05°12'41"W	23.53'
L7	N13°54'19"E	20.50'

Curve Table			
Curve	Radius	Delta	Length
C1	30.00'	37°03'50"	19.41'
C2	60.00'	83°55'12"	87.88'
C3	15.00'	40°15'44"	10.54'
C4	20.00'	90°00'00"	31.42'
C5	60.00'	39°26'22"	41.30'
C6	48.00'	32°41'00"	27.38'
C7	578.00'	13°33'59"	136.86'
C8	400.00'	20°51'07"	145.57'
C9	1000.00'	1°55'03"	33.47'

Radial Bearing Table	
No.	Bearing
R1	N62°31'41"W

REFERENCES:

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0 100 200 300

1 inch = 100 ft.

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 23.07±ACRES
AREA OF LOTS 1-97 = 14.72±ACRES
AREA OF STREETS = 6.53±ACRES

SHEET COVERAGE

(5) SHEET NUMBER

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TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

FEBRUARY 2024

SIERRA VIEW DRIVE

TRACT NO. 4133

WHITE HART AVENUE

DESIGNATED REMAINDER

HULLUM PLACE

KESTER WAY

JOSHUA STREET

SEE SHEET 6

SEE SHEET 6

SEE SHEET 8

REFERENCES:

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Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	22°44'11"	19.84'
C2	50.00'	4°10'51"	3.65'
C3	70.00'	19°46'25"	24.16'

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

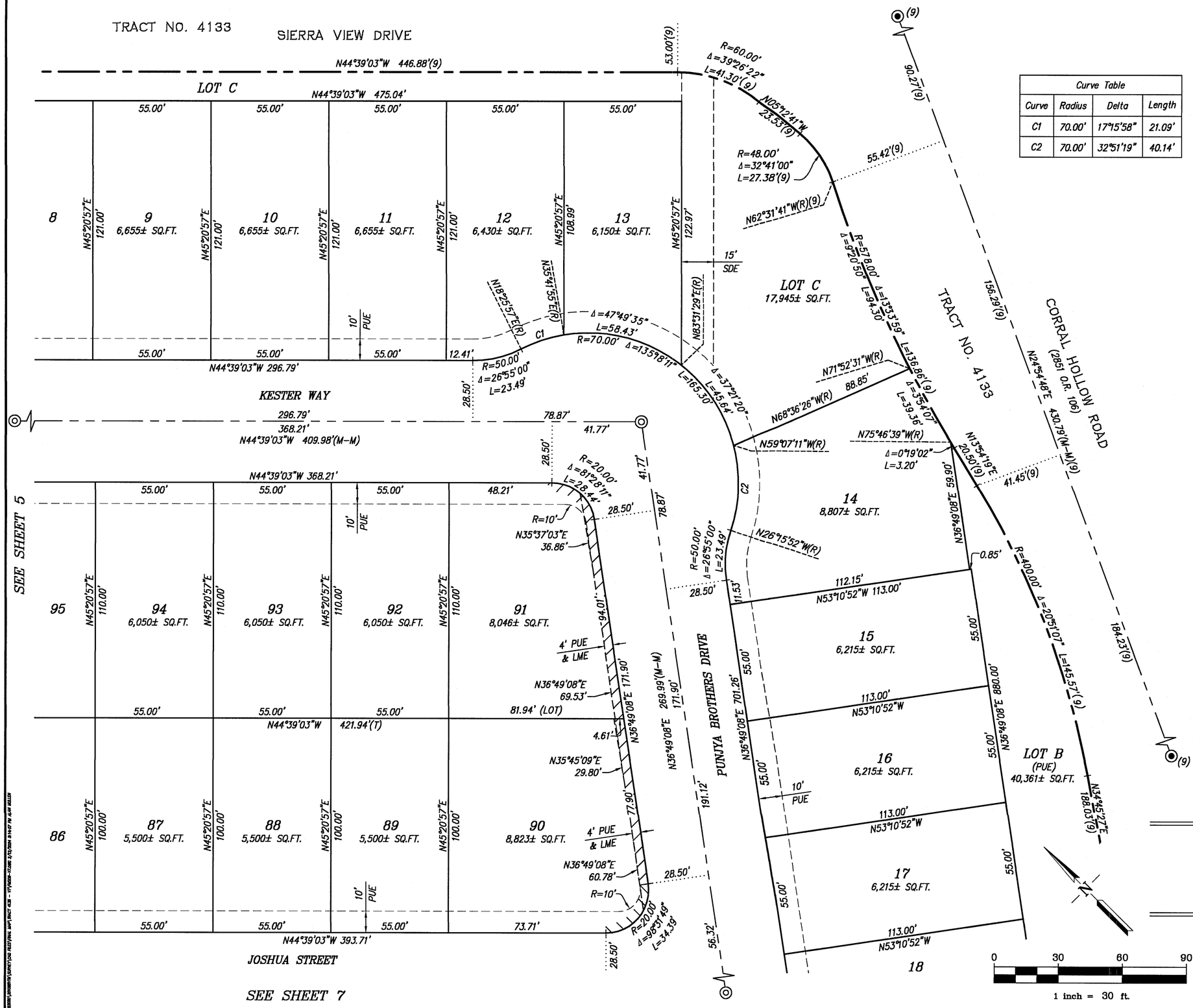
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

0 30 60 90
1 inch = 30 ft.

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	17°15'58"	21.09'
C2	70.00'	32°51'19"	40.14'

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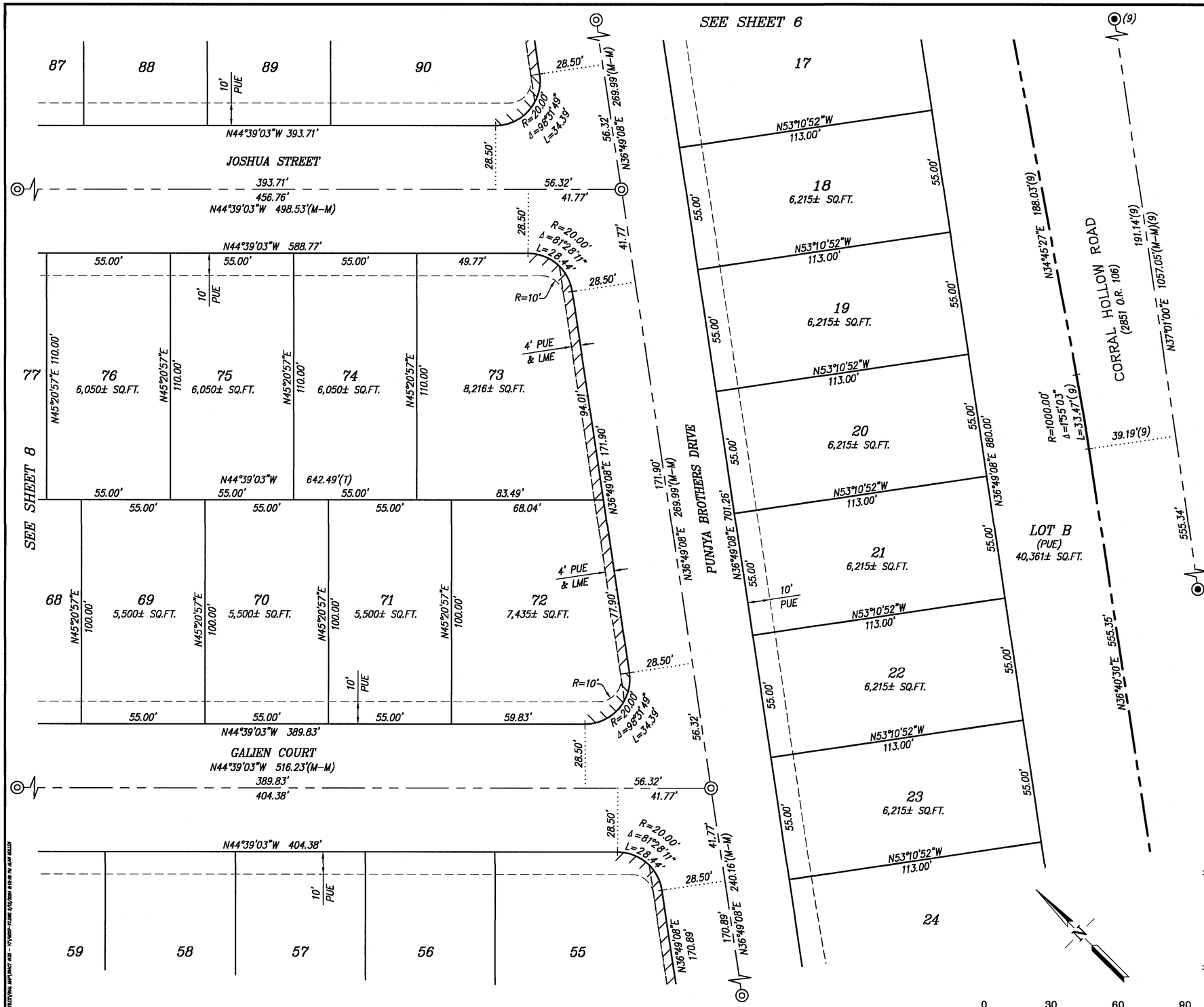
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

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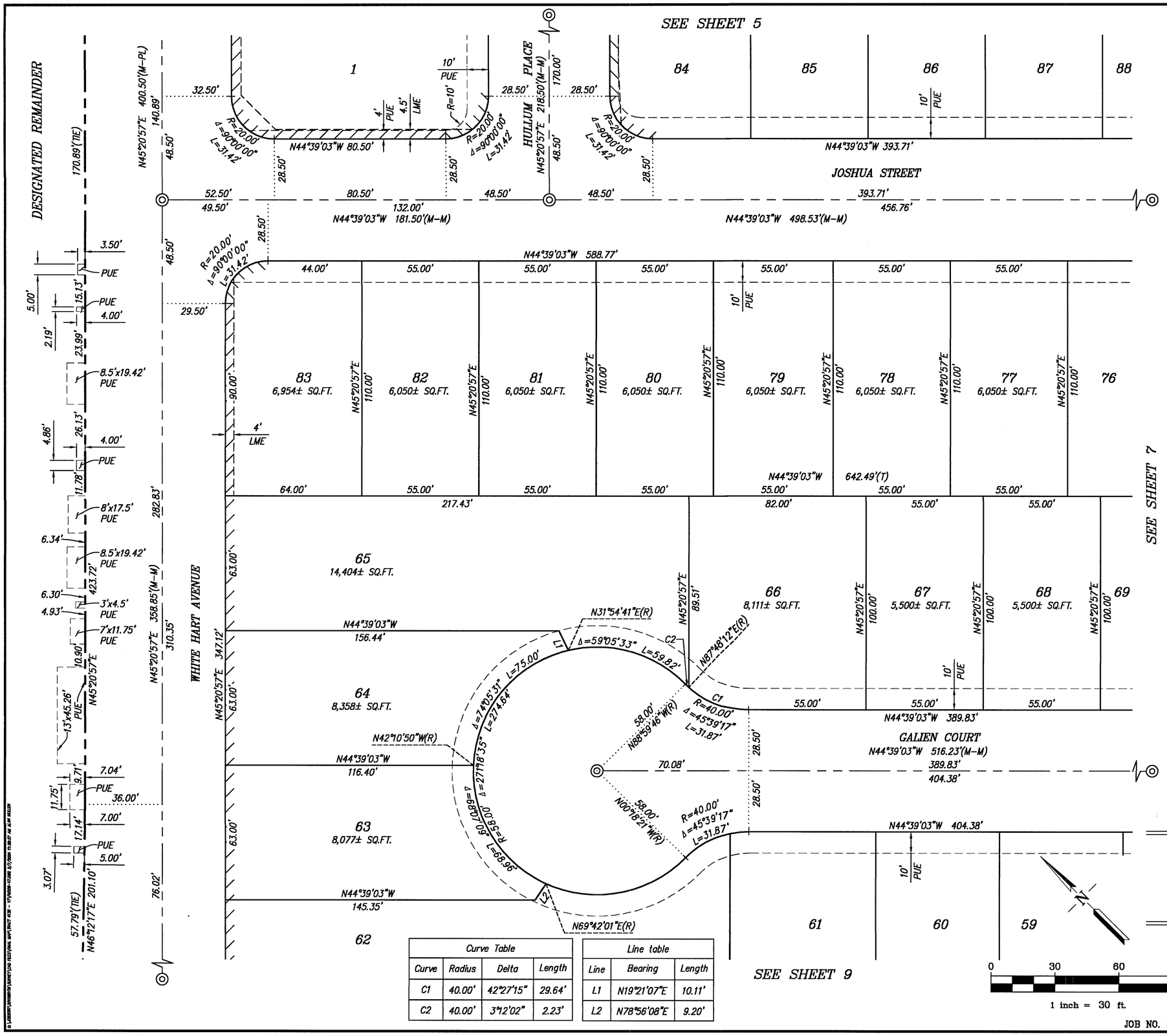
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	40.00'	42°27'15"	29.64'
C2	40.00'	3°12'02"	2.23'

Line table		
Line	Bearing	Length
L1	N19°21'07"E	10.11'
L2	N78°56'08"E	9.20'

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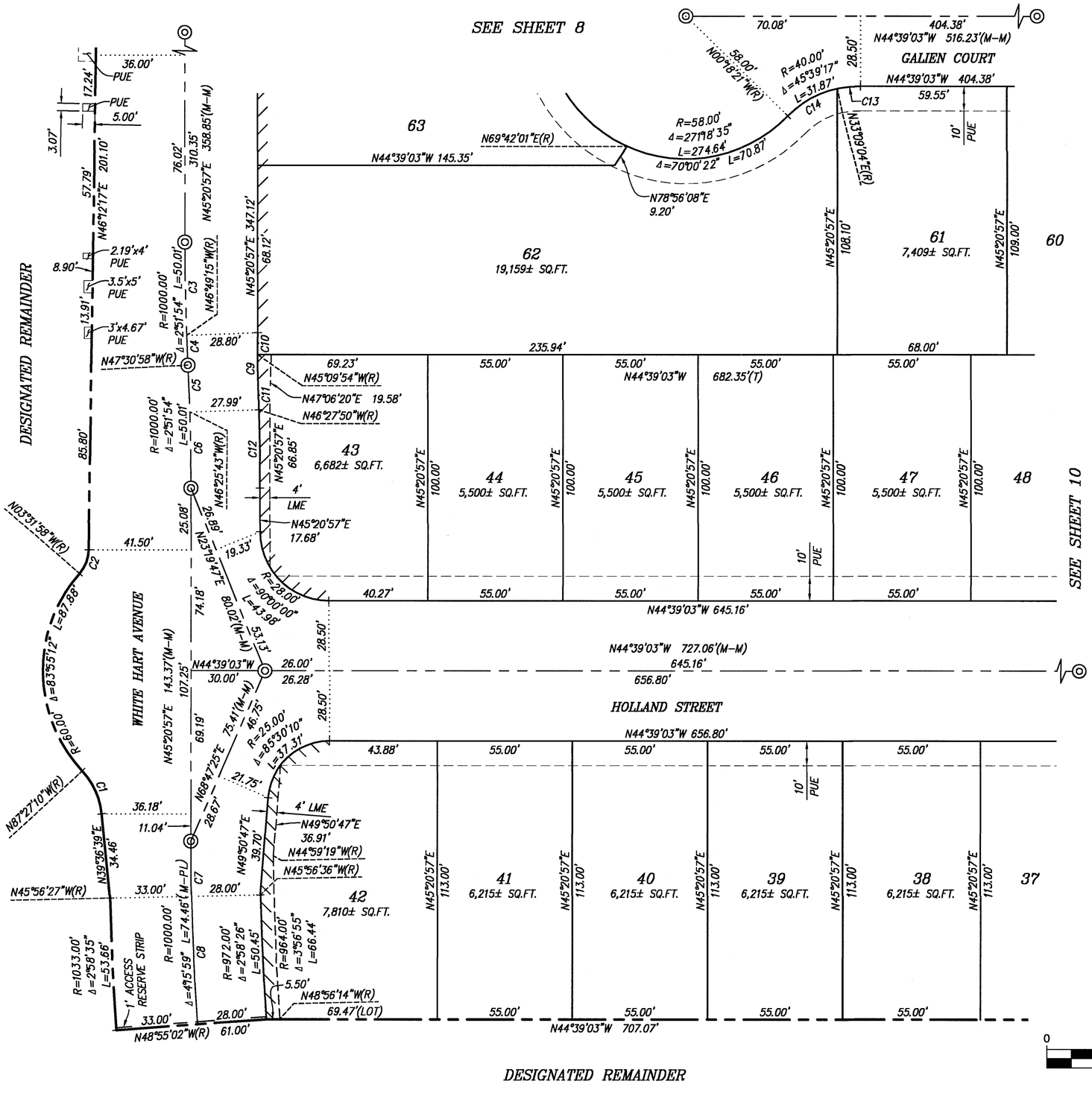
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C5	1000.00'	1°05'14"	18.98'
C6	1000.00'	1°46'40"	31.03'
C7	1000.00'	1°17'33"	22.56'
C8	1000.00'	2°58'26"	51.91'
C9	989.50'	1°48'47"	31.31'
C10	989.50'	0°30'51"	8.88'
C11	989.50'	1°17'56"	22.43'
C12	1008.00'	1°48'47"	31.90'
C13	40.00'	12°11'53"	8.52'
C14	40.00'	33°27'24"	23.36'

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TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

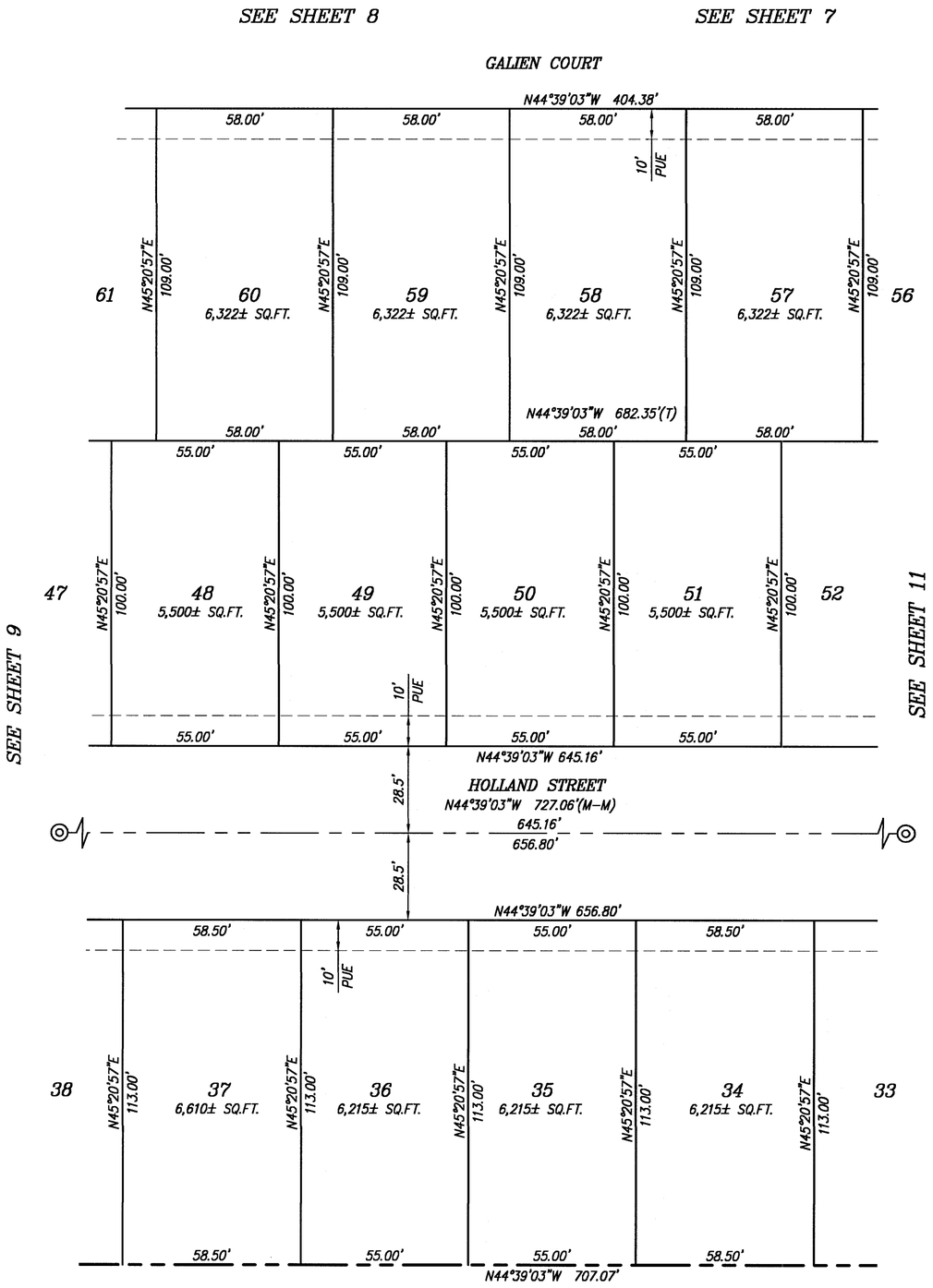
TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4133 PER BOOK ___ OF MAPS AND PLATS AT PAGE ___ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133

GRID NOTE:

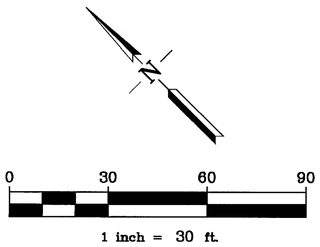
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED



TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

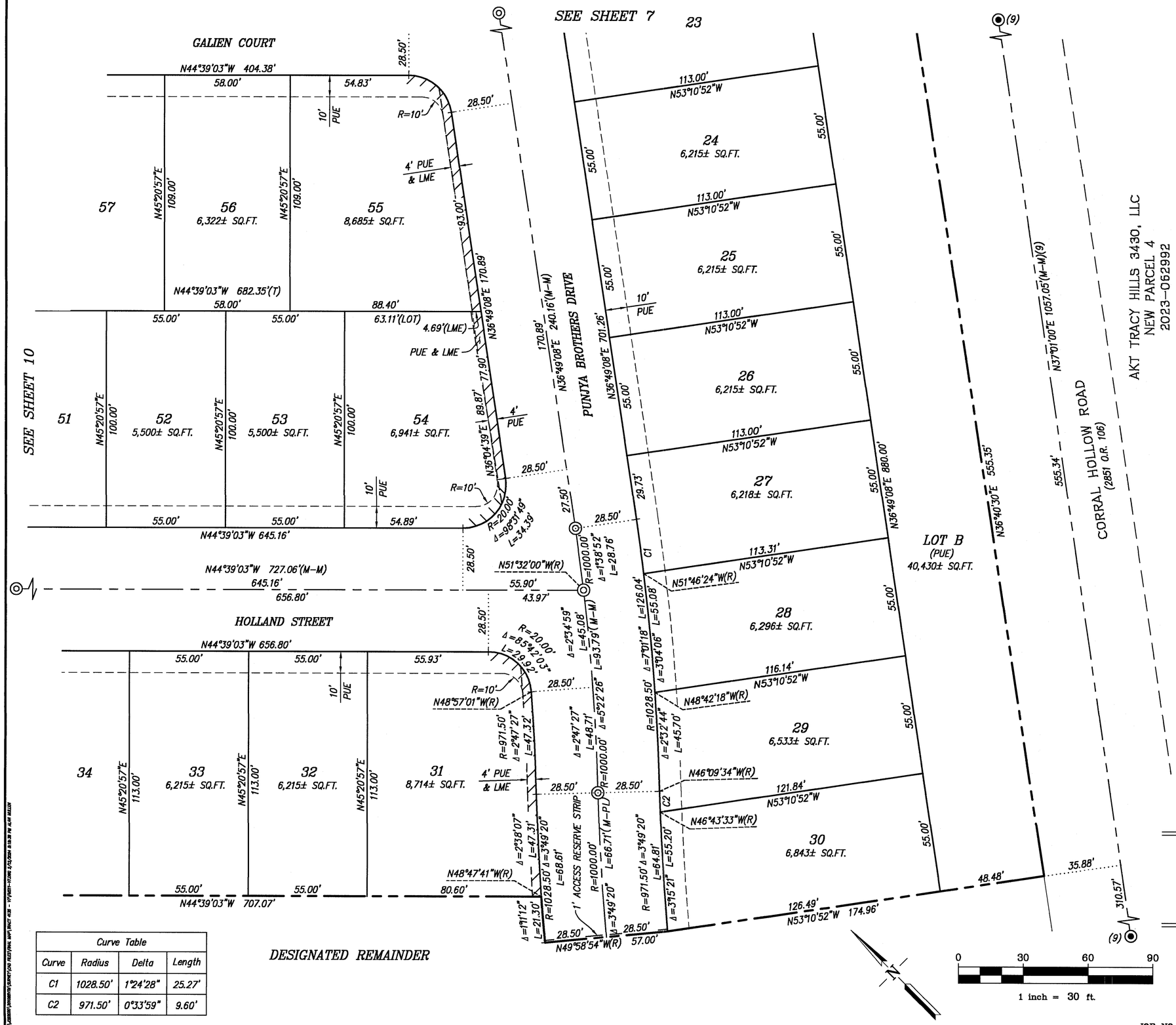
TRACY HILLS VILLAGE 7

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	1028.50'	1°24'28"	25.27'
C2	971.50'	0°33'59"	9.60'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
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	MONUMENT TIE LINE
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(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4133 PER BOOK ___ OF MAPS AND PLATS AT PAGE ___ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOTS "A", "B", AND "C") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

K:\TEAM AVTS IN\ACAD\4/5 SHEET-CIVIL\4-SHT.DWG 2/8/2024 8:38:57 AM PACIFIC STANDARD TIME

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4136, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 8", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "WHITE HART AVENUE", "PUNJYA BROTHERS DRIVE", "ALTHORP LANE", "CHAUNCY STREET", "DAPPER STREET" AND "FROST STREET" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED ON THIS MAP AS "LOT A" IS FOR PUBLIC PARK.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN ALONG THE WEST SIDE OF WHITE HART AVENUE. SAID ONE (1) FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" OR "EVAE", AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, FOR THE PURPOSE OF INGRESS AND EGRESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 1, 20, 21, 41, 42, 63 AND 64 TO AND FROM WHITE HART AVENUE, LOTS 10, 11, 30, 31, 52, 53 AND 74 TO AND FROM PUNJYA BROTHERS DRIVE.

EXECUTED THIS 24 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4135
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT (TRACY HILLS 2A, CALIFORNIA) RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123122 AND MODIFIED PER DOCUMENT RECORDED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

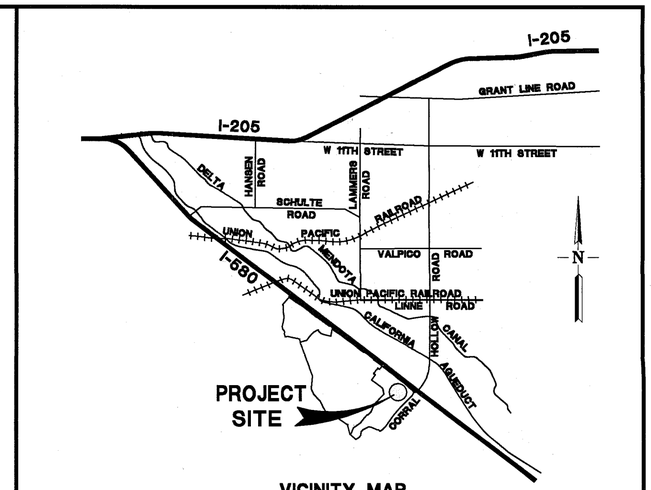
SIGNATURE: Lauren Mary Morte

PRINT NAME: LAUREN MARY MORTE

MY COMMISSION NUMBER: 2473306

MY COMMISSION EXPIRES: NOV 21, 2027

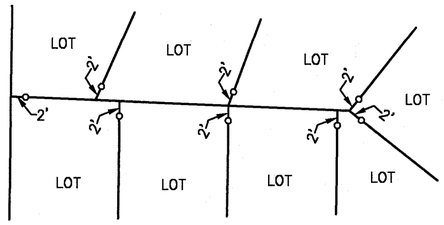
PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA



VICINITY MAP
NOT TO SCALE

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

G:\JOBS2021\201068\FINAL\SURVEY\CAD FILES\FINAL MAP\TRACT 4136 - VILLAGE 8\TRACT 4136 - VILLAGE 8 2/12/2024 12:12:27 PM ALAN MALLOY

TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4135

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17TH DAY OF APRIL, 2024.

Scott A. Shortlidge

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4136, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 8", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4136, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 8", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS–OF–WAY:

"WHITE HART AVENUE", "PUNJYA BROTHERS DRIVE", "ALTHORP LANE", "CHAUNCY STREET", "DAPPER STREET" AND "FROST STREET".

FOR THE PURPOSE OF PUBLIC PARK:

LOT "A".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

NO AFFECTING EASEMENTS

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4136, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 8", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 1, 20, 21, 41, 42, 63 AND 64 TO AND FROM WHITE HART AVENUE, LOTS 10, 11, 30, 31, 52, 53 AND 74 TO AND FROM PUNJYA BROTHERS DRIVE, AND ACCEPTED ON BEHALF OF THE PUBLIC THE EMERGENCY VEHICLE ACCESS EASEMENT OVER LOT B.

ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1–FOOT WIDE ACCESS RESERVE STRIP SHOWN ALONG THE WEST SIDE OF WHITE HEART AVENUE, ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS–OF–WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF LOT "A", SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4135
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BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

0 800 1600
(IN FEET)
1 inch = 800 ft.

STATION NO. 2060
FOUND 3.5" BRASS DISK WITH
CROSS STAMPED "BUREAU OF
RECLAMATION BM C1124 1329"

STATION NO. 2079 RESET
FOUND 2" DISK IN CONCRETE
STAMPED "2079" RESET
L.S. 8164 C.R.–20–02

STATION NO. 3022
FOUND 3" BRASS DISK
WITH PUNCH STAMPED
"L1259 1974"

BASIS OF BEARINGS
N44°38'35"W 9608.57'(5)(6)

N87°42'31"W 7591.70'(M–M)

N01°07'05"E 5770.72'(5)

FOUND 2" DISK L.S. 6441 IN
MONUMENT WELL AT SECTION CORNER
C.R.–18–151

N25°11'01"E
3516.87'(M–M)

LAMMERS ROAD

UNION PACIFIC RAILROAD

CORRAL HOLLOW ROAD

LANDS OF RODGERS

LANDS OF VIEIRA

SATNAM SANDHU

STATE OF CALIFORNIA – CALIFORNIA AQUEDUCT
(2677 O.R. 204 / 2690 O.R. 62 / 2722 O.R. 230 / 2886 O.R. 315)

PARCEL 1

PARCEL 3

25 PM 168

PARCEL 6

PARCEL 4
25 PM 179

PARCEL 3
25 PM 179

PARCEL 2
25 PM 179

PARCEL 1
25 PM 179

T. 2 S.
T. 3 S.

TRACT 3958
43 M&P 86

TRACT 3956
43 M&P 85

TRACT 3949
43 M&P 81

TRACT 3947
43 M&P 76

TRACT 3944
43 M&P 73

FOUND CALTRANS MONUMENT
STAMPED "SM NO. 211"

EX. WATER LINE EASEMENT
(3095 O.R. 714)

EX. RESTRICTION OF ACCESS RIGHTS
(2915 O.R. 621)

STATE OF CALIFORNIA – STATE ROUTE 580
(2915 O.R. 621 / 2574 O.R. 187 / 3095 O.R. 714)
N51°12'18"W 16475.63'(M–M)
(N51°12'30"W 16475.63')(1)(2)

EX. 20' PIPELINE EASEMENT
(3072 O.R. 594)

EX. DE
(3095 O.R. 714)

EX. 100' CE
(2012–091623)

FOUND ¾" IRON PIPE
W/CAP STAMPED
LS5340 (2)

EX. 20' PIPELINE
EASEMENT
(3079 O.R. 318 &
3132 O.R. 674)

FOUND 2" IRON PIPE WITH
BRASS CAP 1.0' ABOVE
GROUND STAMPED "D.W.R."

SIERRA VIEW DRIVE

TRACT 4132

TRACT 4134

TRACT 4133

EX. DE (2574 O.R. 182)

FOUND CALTRANS
MONUMENT
STAMPED
"SM NO. 4"

COUNTY OF
SAN JOAQUIN
1994–018838

N61°47'15"E 3210.61'

FOUND FENCE
CORNER POST

NEW PARCEL A
TRACY PHASE 4, LLC
2023–097078

NEW PARCEL B
DRP SOLARIS
MULTISTATE, LLC
2024–003609

TRACT 4135

TRACT 4136

DESIGNATED
REMAINDER

CITY OF TRACY
SAN JOAQUIN COUNTY

LANDS OF
TSAKOPOULOS
FAMILY PARTNERSHIP

AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023–062992

CONTRA COSTA
WATER DISTRICT
2010–165114

SAN JOAQUIN COUNTY
CORRAL HOLLOW
CREEK

AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023–062992

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

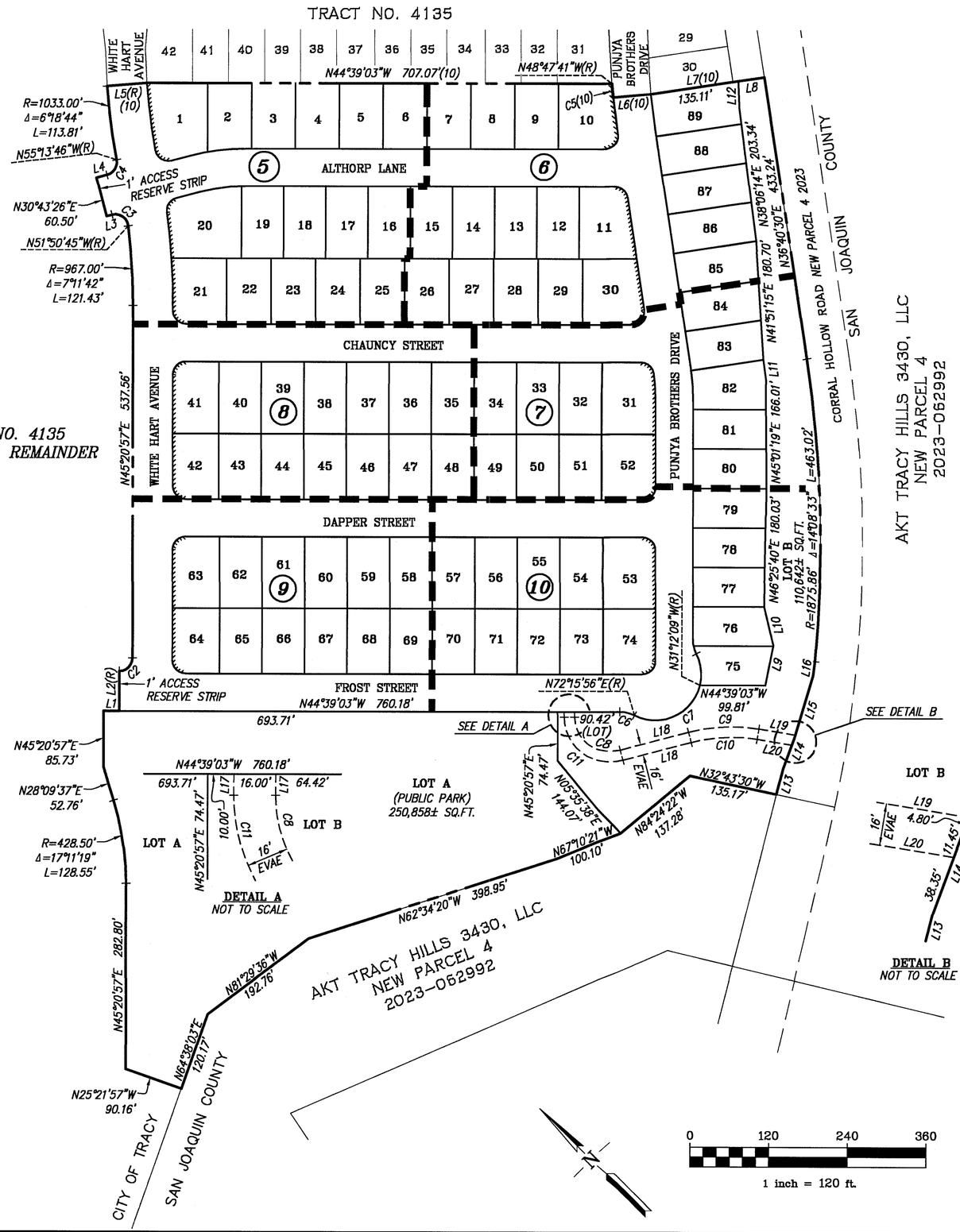
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LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
– – –	NEW EASEMENT LINE
— – — – —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX.	EXISTING
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
//////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
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(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4135



Line Table		
Line	Bearing	Distance
L1	N44°39'03"W	23.95'
L2	N45°20'57"E	60.50'
L3	N59°16'34"W	8.59'
L4	N59°16'34"W	16.85'
L5	N48°55'02"W	61.00'
L6	N49°58'54"W	57.00'
L7	N53°10'52"W	174.96'
L8	N53°10'52"W	39.85'
L9	N56°28'17"E	61.88'
L10	N31°47'12"E	60.99'
L11	N37°19'58"E	30.63'
L12	N43°27'32"E	41.99'
L13	N59°37'09"E	40.51'
L14	N65°38'09"E	49.80'
L15	N61°50'09"E	98.89'
L16	N52°46'09"E	21.82'
L17	N45°20'57"E	8.04'
L18	N59°24'38"W	107.78'
L19	N35°24'44"W	56.65'
L20	N35°24'44"W	53.85'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	16°25'33"	5.73'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	97°25'49"	34.01'
C4	20.00'	85°57'12"	30.00'
C5	1028.50'	1°11'12"	21.30'
C6	50.00'	26°55'00"	23.49'
C7	70.00'	103°28'05"	126.41'
C8	52.00'	104°45'35"	95.08'
C9	258.00'	23°59'54"	108.06'
C10	242.00'	23°59'54"	101.36'
C11	68.00'	104°45'35"	124.33'

REFERENCES:

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(9) TRACT NO. 4133
(10) TRACT NO. 4135

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 29.33±ACRES
AREA OF LOTS 1-89 = 14.53±ACRES
AREA OF STREETS = 6.50±ACRES

SHEET COVERAGE
(5) SHEET NUMBER

GRID NOTE:

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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- EX. EXISTING
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- //////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

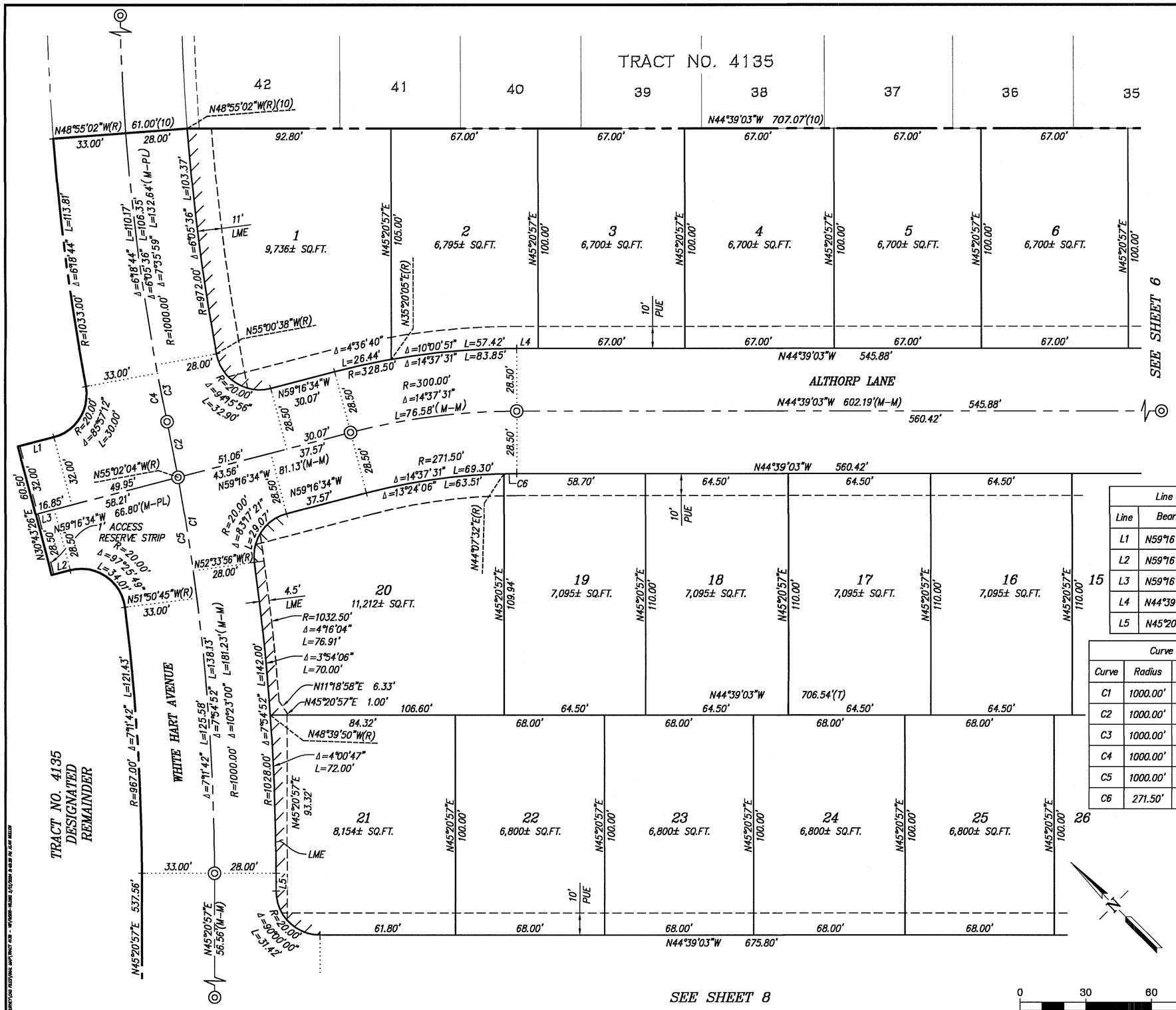
TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4135
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



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Line Table		
Line	Bearing	Length
L1	N59°16'34"W	16.85'
L2	N59°16'34"W	8.59'
L3	N59°16'34"W	8.59'
L4	N44°39'03"W	9.88'
L5	N45°20'57"E	8.06'

Curve Table			
Curve	Radius	Delta	Length
C1	1000.00'	2°28'08"	43.09'
C2	1000.00'	1°28'58"	25.88'
C3	1000.00'	1°30'23"	26.29'
C4	1000.00'	1°17'15"	22.47'
C5	1000.00'	3°11'19"	55.65'
C6	271.50'	1°13'25"	5.80'

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
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- SQ.FT. SQUARE FEET
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TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

0 30 60 90
1 inch = 30 ft.

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

TRACT NO. 4135

35 | 34 | 33 | 32 | 31 | 30

N44°39'03"W 707.07'(10)

67.00' | 67.00' | 67.00' | 78.27'

N48°47'41"W(R)(10)

R=1000.00'
Δ=3°49'20"
L=66.71'(M-PL)(10)

R=1028.50'
Δ=1°11'12"
L=21.30'(10)

N49°58'54"W(R)

57.00'(10)

N53°10'52"W 174.96'(10)
135.11'

39.85'

N43°27'32"E
41.99'

28.50' | 28.50'

R=1028.50'
Δ=4°19'11"
L=77.54'

Δ=3°07'59"
L=56.24'

L=54.68'

Δ=3°07'59"
R=1000.00'
Δ=3°11'58"
L=55.84'(M-PL)

R=971.50'
L=54.25'

Δ=3°11'58"

N53°10'52"W(R)

6 | 7 | 8 | 9 | 10 | 89 | 88 | 87 | 86 | 85 | 84

6,700± SQ.FT. | 6,700± SQ.FT. | 6,700± SQ.FT. | 8,231± SQ.FT. | 8,633± SQ.FT. | 7,835± SQ.FT. | 7,754± SQ.FT. | 7,673± SQ.FT. | 7,474± SQ.FT.

N45°20'57"E 100.00'

4.5' LME

4' PUE

10' PUE

N53°06'53"W(R)

R=10'

Δ=0°03'59"
L=1.16'

28.50' | 28.50'

23.30'

10.78'

N53°10'52"W
131.25'

60.02'

60.00'

LOT B

N53°10'52"W
129.90'

203.34'

N38°06'14"E

N53°10'52"W
128.56'

N53°10'52"W
127.21'

N53°10'52"W
121.92'

369.35'

180.70'

N41°51'15"E

60.23'

N36°49'08"E

R=20.00'
Δ=98°27'49"
L=34.37'

N36°49'08"E
55.10'(M-M)

ALTHORP LANE

N44°39'03"W 602.19'(M-M)

545.88' | 56.32'
560.42' | 41.77'

N44°39'03"W 545.88'

67.00' | 67.00' | 67.00' | 67.00'

28.50'

R=20.00'
Δ=81°28'11"
L=28.44'

41.77'

N44°39'03"W 560.42'

64.50' | 64.50' | 64.50' | 64.50' | 50.22'

10' PUE

28.50'

R=10'

4' PUE

94.01'

5' LME

171.90'

N36°49'08"E

171.90'
N36°49'08"E 269.99'(M-M)

PUNTA BROTHERS DRIVE

56.32'

SEE SHEET 5

16 | 15 | 14 | 13 | 12 | 11

7,095± SQ.FT. | 7,095± SQ.FT. | 7,095± SQ.FT. | 8,266± SQ.FT.

N45°20'57"E 110.00'

N44°39'03"W 706.54'(T)

64.50' | 64.50' | 64.50' | 64.50' | 83.94'
68.00' | 68.00' | 68.00' | 68.00' | 78.22'

25 | 26 | 27 | 28 | 29 | 30

6,800± SQ.FT. | 6,800± SQ.FT. | 6,800± SQ.FT. | 8,452± SQ.FT.

N45°20'57"E 100.00'

4' PUE

77.90'

6.5' LME

28.50'

R=10'

R=20.00'
Δ=98°31'49"
L=34.39'

68.00' | 68.00' | 68.00' | 68.00' | 70.00'

N44°39'03"W 675.80'

CHAUNCY STREET

SEE SHEET 7

REFERENCES:

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GRID NOTE:

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- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX.	EXISTING
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
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(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

0 | 30 | 60 | 90

1 inch = 30 ft.

TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

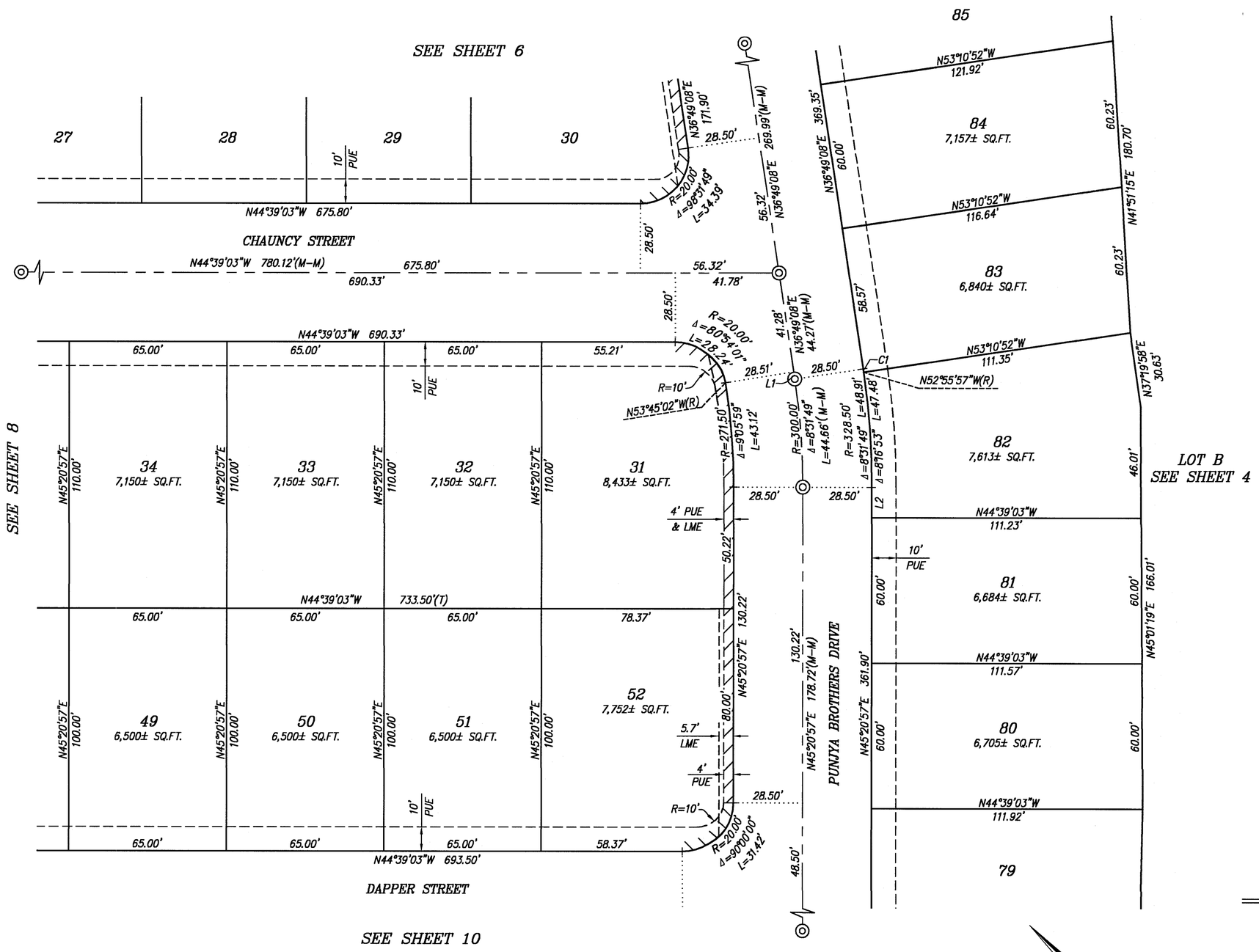
TRACY HILLS VILLAGE 8

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4135

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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Curve Table			
Curve	Radius	Delta	Length
C1	328.50'	0°14'55"	1.43'

Line Table		
Line	Bearing	Length
L1	N36°49'08"E	2.98'
L2	N45°20'57"E	12.50'

REFERENCES:

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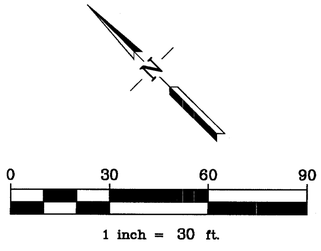
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LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
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EX.	EXISTING
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED



TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

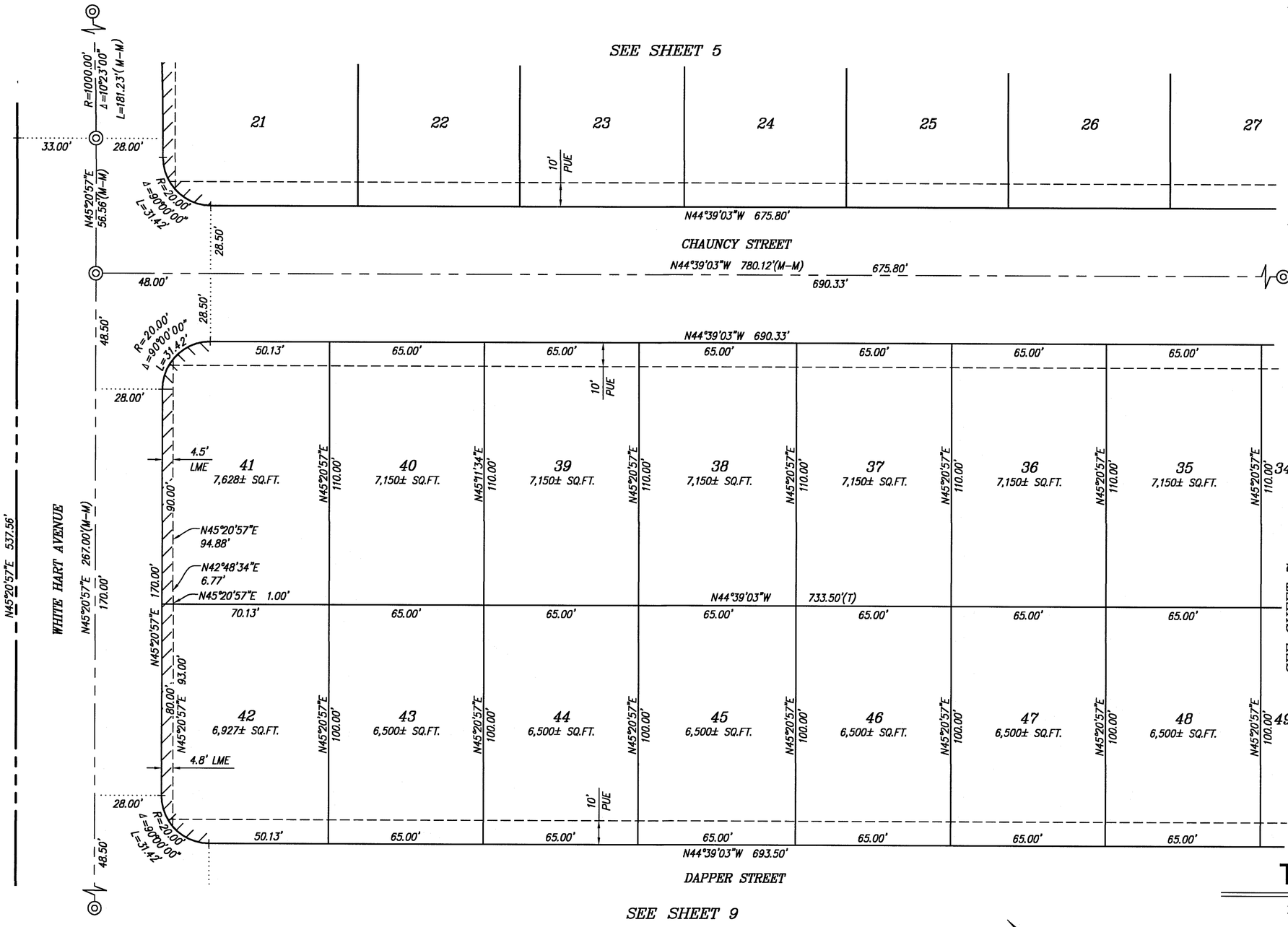
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4135

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4135

GRID NOTE:

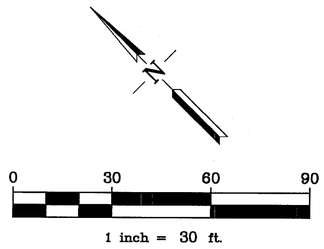
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

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LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
— - —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
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TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

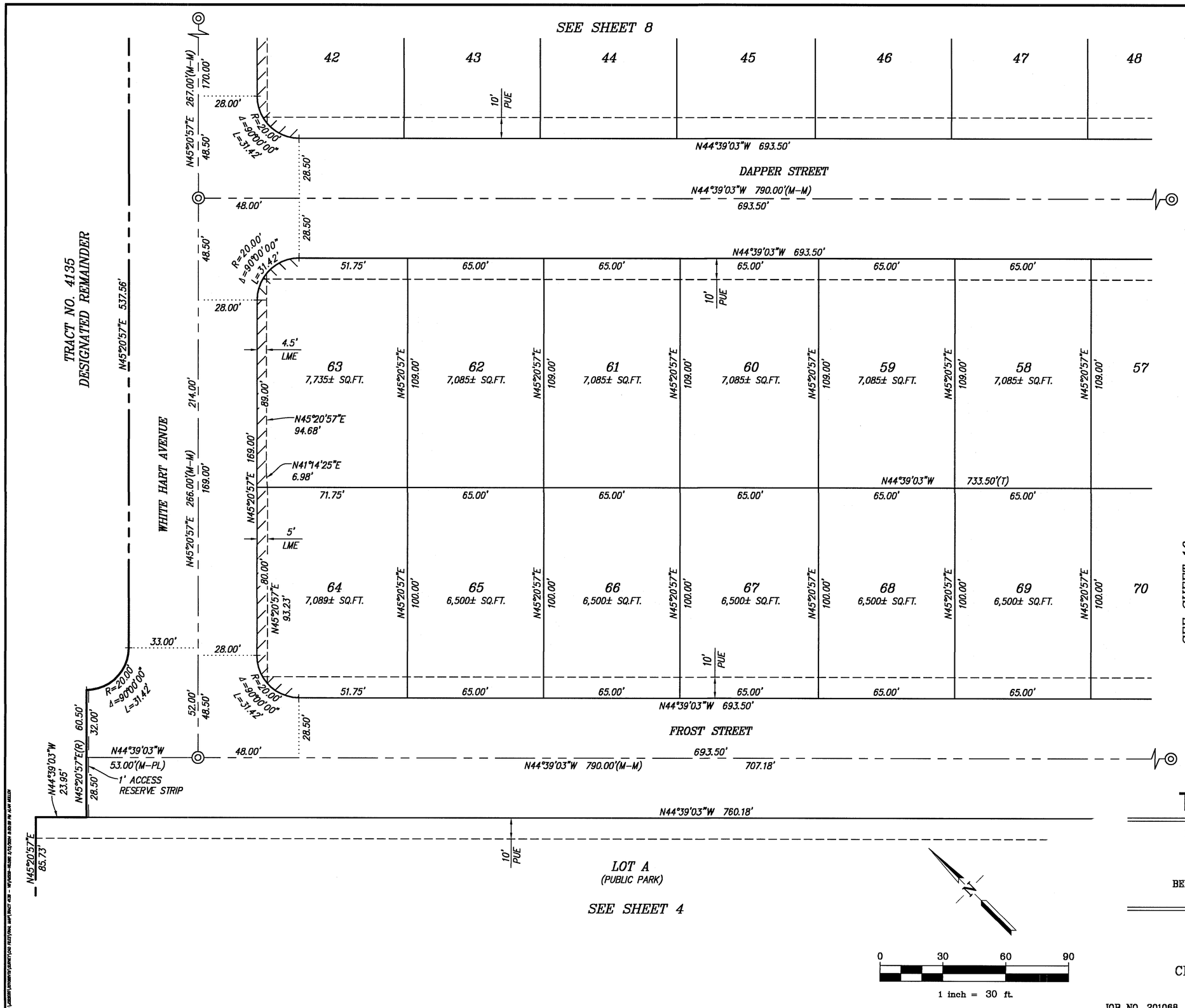
TRACY HILLS VILLAGE 8

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
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FEBRUARY 2024



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TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 8

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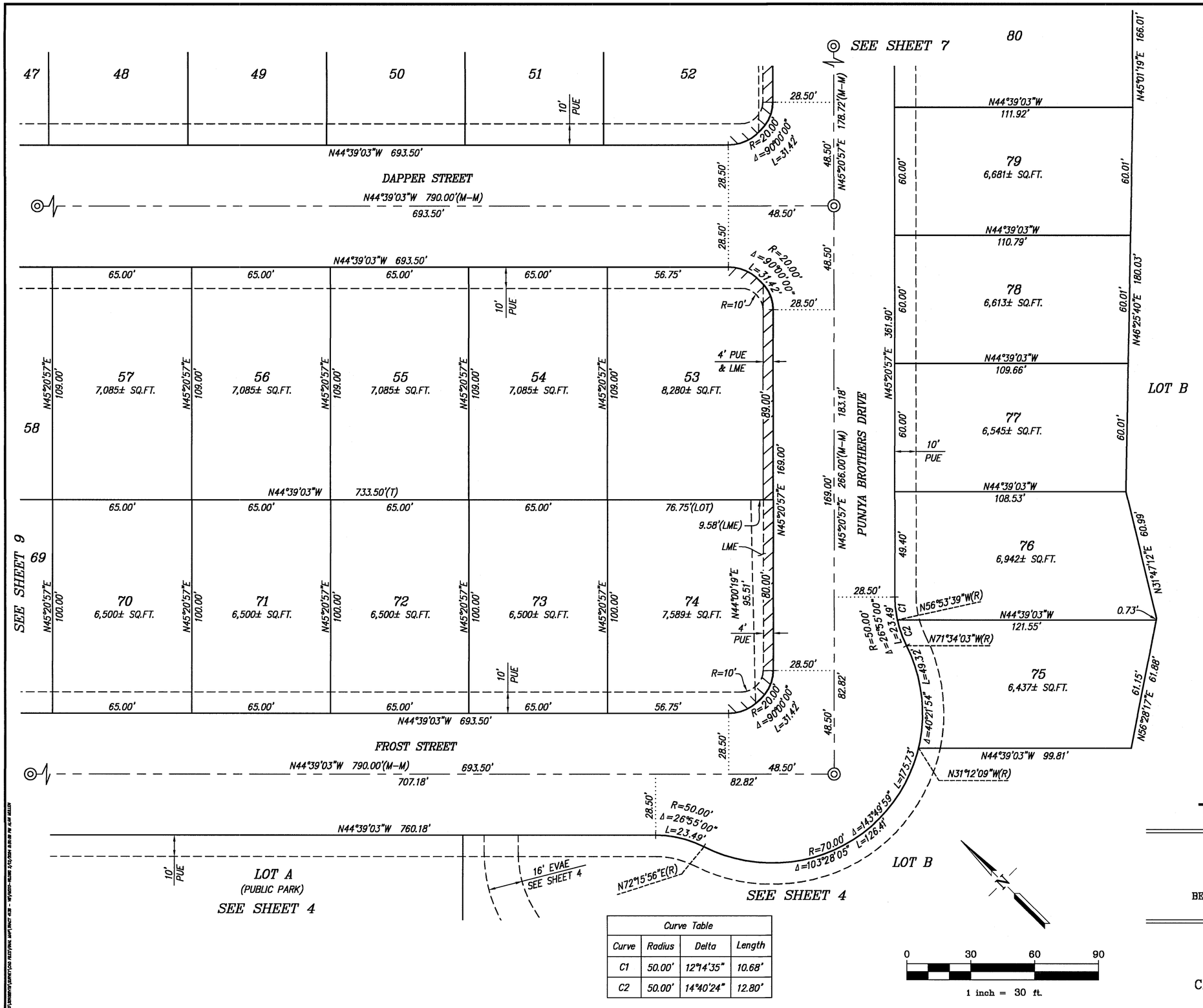
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

SHEET 9 OF 11 SHEETS



Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	12°14'35"	10.68'
C2	50.00'	14°40'24"	12.80'

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

TRACT NO. 4136
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
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PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THIS PARCEL (LOT "B") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

C:\USERS\JWOMMER\DOCUMENTS\WORK FILES\TRACY HILLS VILLAGE 8\TRACY HILLS VILLAGE 8 - FINAL MAP.DWG 2/15/24 2:38:38 PM JWOMMER

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4137, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "ALTHORP LANE", "FROST STREET", "LAMPLIGHT DRIVE", "LAMPLIGHT COURT", "FLOYD GLENN WISE DRIVE" AND "FLOYD GLENN WISE COURT" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT WEST SIDE OF FROST STREET. SAID ONE (1) FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 26, 48, 59, 27, 47 AND 60 TO AND FROM ALTHORP LANE, LOTS 36, 37 AND 69 TO AND FROM FROST STREET.

EXECUTED THIS 24 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

Jamie Marie Cuevas
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4136

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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT (TRACY HILLS 2A, CALIFORNIA) RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123122 AND MODIFIED PER DOCUMENT RECORDED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 19th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE VP

OPTIONEE ACKNOWLEDGEMENT

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

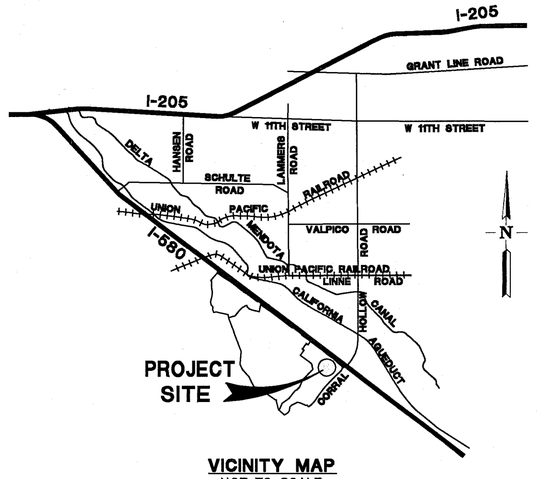
STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 19th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ ~~SHE~~/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

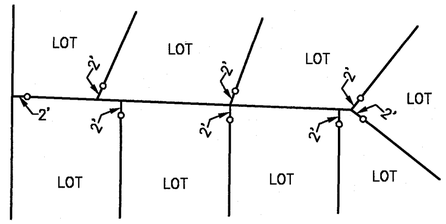
SIGNATURE: Lauren Mary Morte
PRINT NAME: LAUREN MARY MORTE
MY COMMISSION NUMBER: 2473306
MY COMMISSION EXPIRES: NOV 21, 2027
PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA



VICINITY MAP
NOT TO SCALE

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

G:\2020\201068\SURVEY\LOAD FILES\FINAL MAP\TRACT 4137 - VILLAGE 9\FINAL MAP 2/12/2024 4:03:04 PM ALAN MILLER

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4136

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 17th DAY OF April, 2024.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4137, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
KOOSUN KIM
No. 64769
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4137, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS–OF–WAY:

"ALTHORP LANE", "FROST STREET", "LAMPLIGHT DRIVE", "LAMPLIGHT COURT", "FLOYD GLENN WISE DRIVE", AND "FLOYD GLENN WISE COURT".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

NO AFFECTING EASEMENTS

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4137, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 26, 48, 59, 27, 47 AND 60 TO AND FROM ALTHORP LANE, LOTS 36, 37 AND 69 TO AND FROM FROST STREET.

ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1–FOOT WIDE ACCESS RESERVE STRIP SHOWN ALONG THE WEST SIDE OF FROST STREET, ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS–OF–WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

© J:\2022\201066\SURVEY\CIVD\FINAL MAP\TRACT 4137 - VILLAGE 9\201066-TRACT 4137 FINAL MAP.DWG 2/12/2024 4:04:44 PM ALAN WALLIN

TRACT NO. 4137
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TRACY HILLS VILLAGE 9

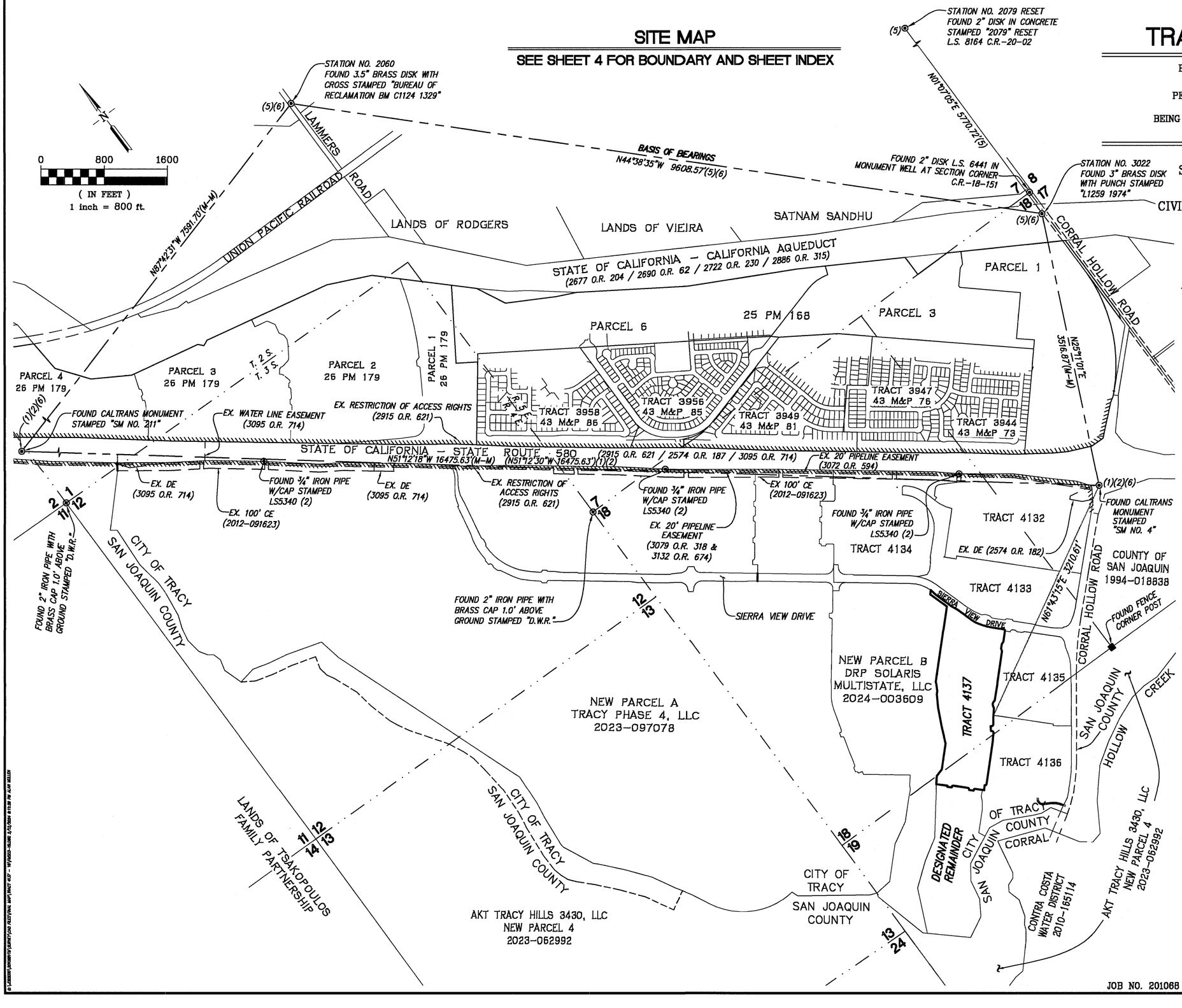
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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



GRID NOTE:

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BASIS OF BEARINGS

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— — — —	EXISTING EASEMENT LINE
- - - - -	NEW EASEMENT LINE
— — — —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
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PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
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(T)	TOTAL
O.R.	OFFICIAL RECORDS
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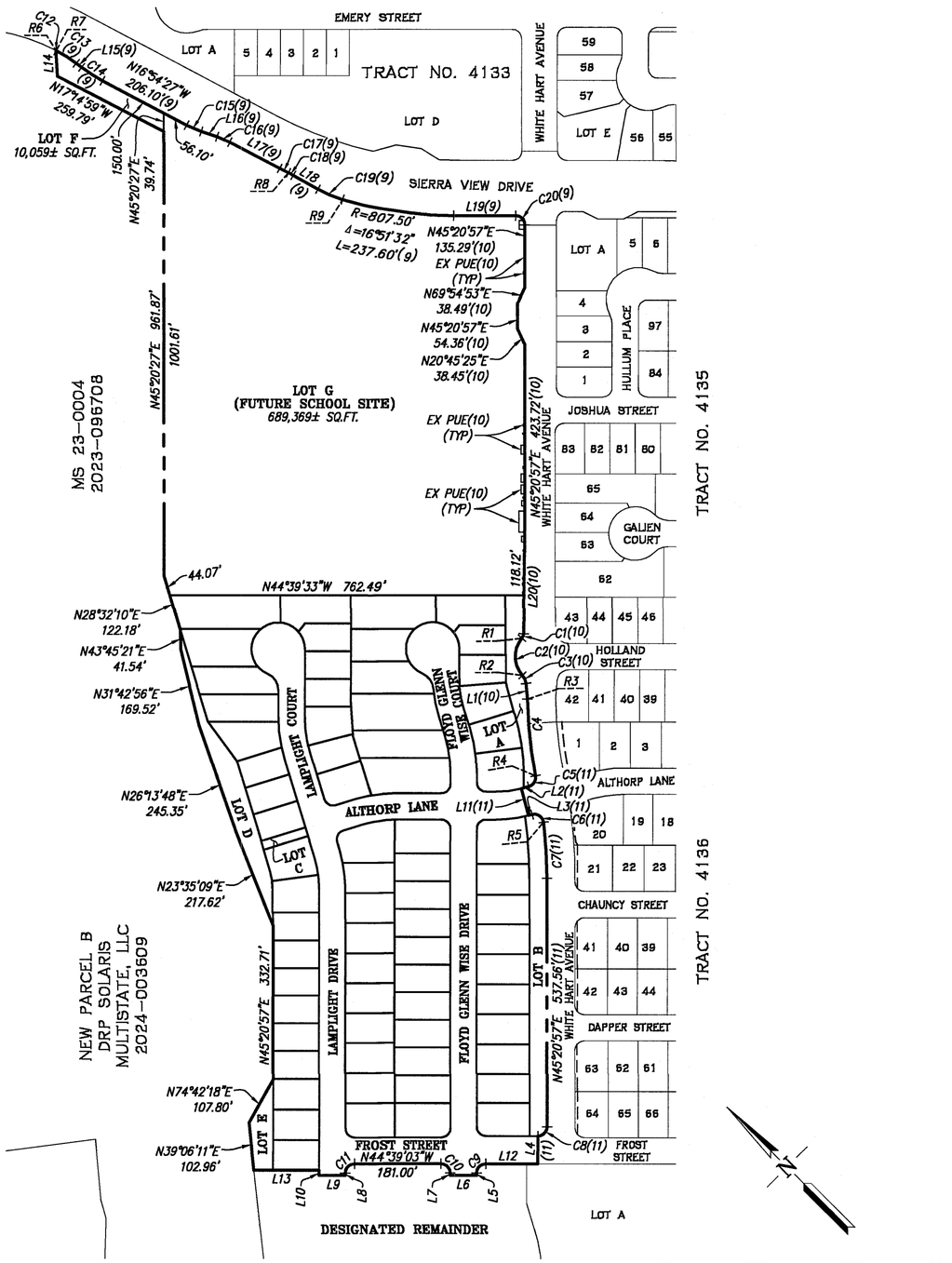
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Radial Bearing Table	
No.	Bearing
R1	N3°31'58"W
R2	N87°27'10"W
R3	N45°56'27"W
R4	N55°13'46"W
R5	N51°50'45"W
R6	N72°07'24"E
R7	N72°12'34"E
R8	N71°34'07"E
R9	N62°12'28"E

Line Table		
Line	Bearing	Length
L1	N39°36'39"E	34.46'
L2	N59°16'34"W	16.85'
L3	N59°16'34"W	8.59'
L4	N45°20'57"E	60.50'
L5	N45°20'57"E	5.00'
L6	N44°39'03"W	57.00'
L7	N45°20'57"E	5.00'
L8	N45°20'57"E	5.00'
L9	N44°39'03"W	57.00'
L10	N45°20'57"E	11.48'
L11	N30°43'26"E	60.50'
L12	N44°39'03"W	112.74'
L13	N44°39'03"W	141.65'
L14	N41°52'32"E	55.73'
L15	N07°13'47"W	14.52'
L16	N26°07'56"W	36.35'
L17	N16°54'27"W	121.94'
L18	N15°28'14"W	61.60'
L19	N44°39'03"W	135.17'
L20	N46°12'17"E	201.10'

Curve Table			
Curve	Radius	Delta	Length
C1	15.00'	40°15'44"	10.54'
C2	60.00'	83°55'12"	87.88'
C3	30.00'	37°03'50"	19.41'
C4	1033.00'	9°17'19"	167.47'
C5	20.00'	85°57'12"	30.00'
C6	20.00'	97°25'49"	34.01'
C7	967.00'	7°11'42"	121.43'
C8	20.00'	90°00'00"	31.42'
C9	20.00'	90°00'00"	31.42'
C10	20.00'	90°00'00"	31.42'
C11	20.00'	90°00'00"	31.42'
C12	453.50'	0°05'10"	0.68'
C13	279.50'	10°33'39"	51.52'
C14	320.50'	9°40'39"	54.13'
C15	215.00'	9°13'30"	34.62'
C16	185.00'	9°13'30"	29.79'
C17	796.50'	1°31'26"	21.19'
C18	229.50'	2°57'38"	11.86'
C19	270.50'	12°19'17"	58.17'
C20	20.00'	90°00'00"	31.42'



BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 34.46±ACRES
AREA OF LOTS 1-69 = 12.48±ACRES
AREA OF STREETS = 4.36±ACRES

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LEGEND

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TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

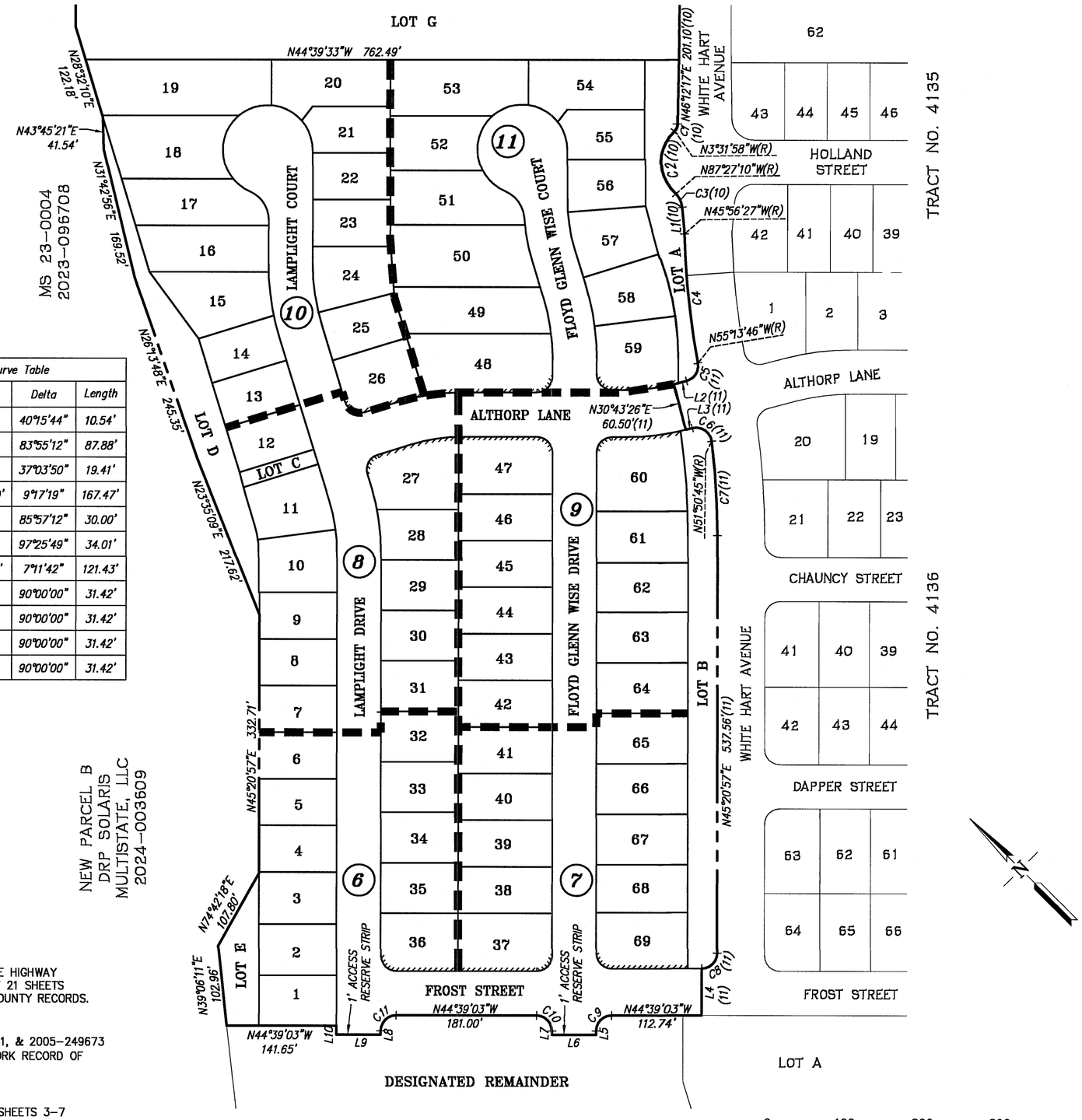
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SHEET INDEX MAP

SHEET COVERAGE

(6) SHEET NUMBER

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0 100 200 300

1 inch = 100 ft.

TRACT NO. 4137

SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136

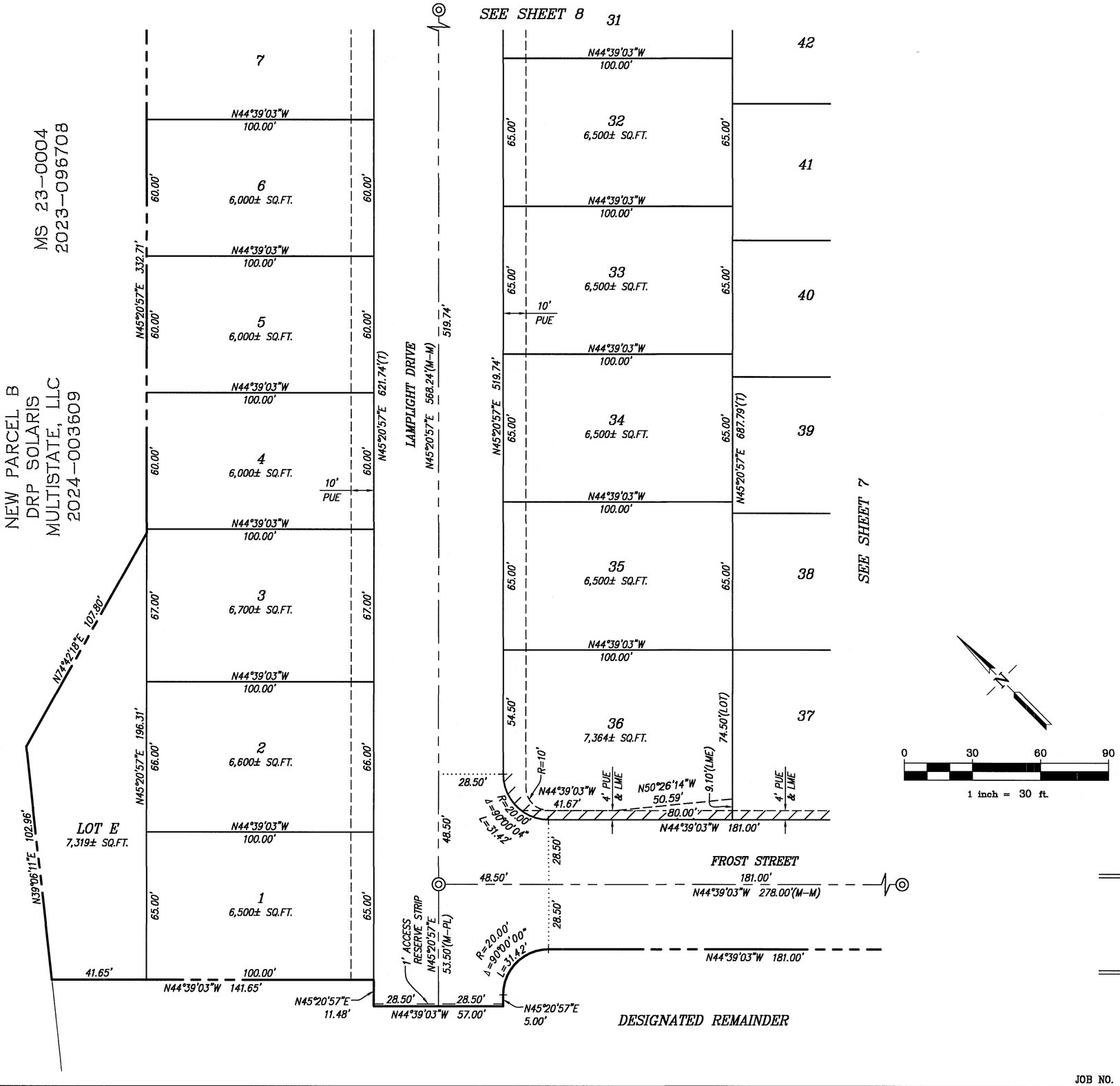
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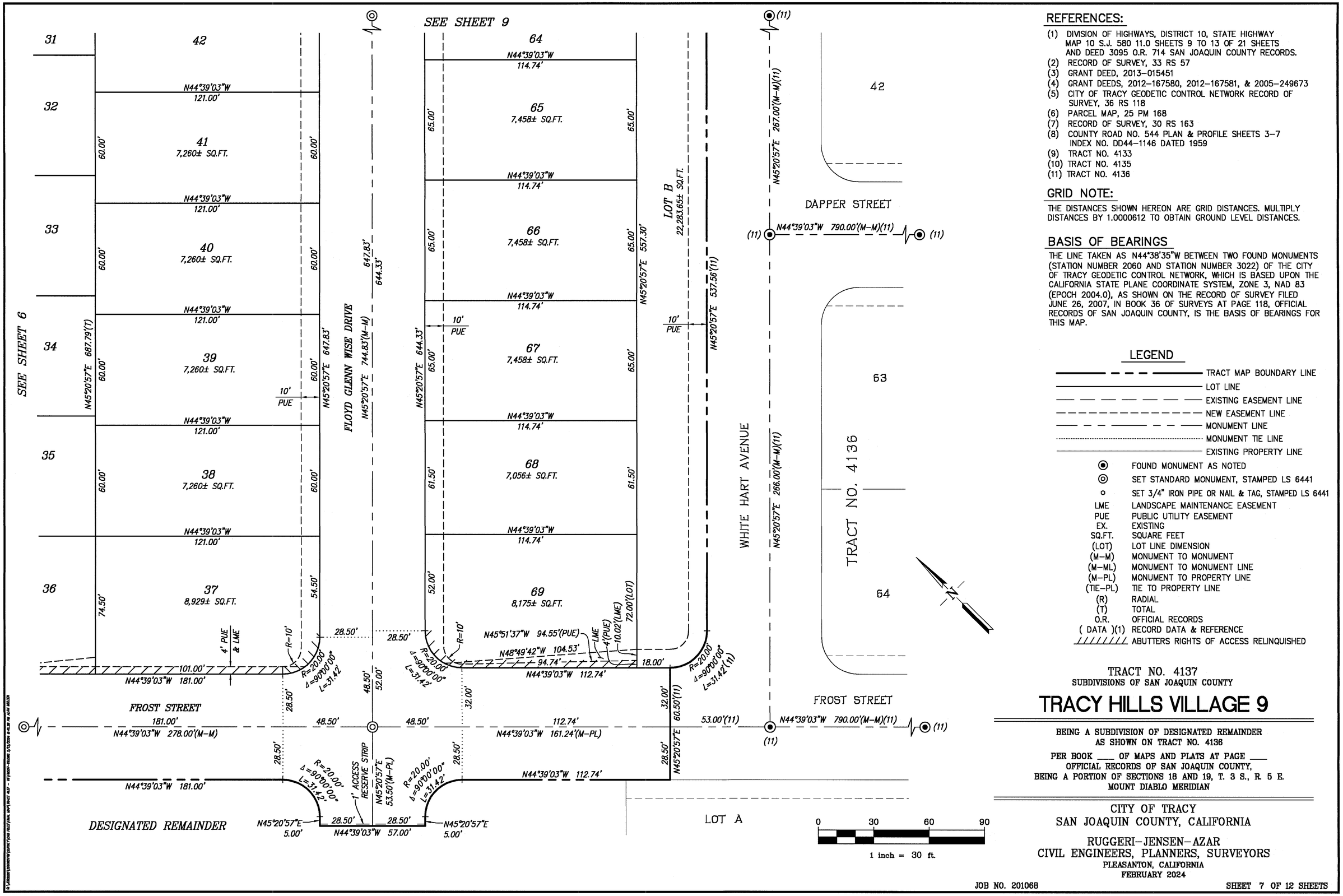
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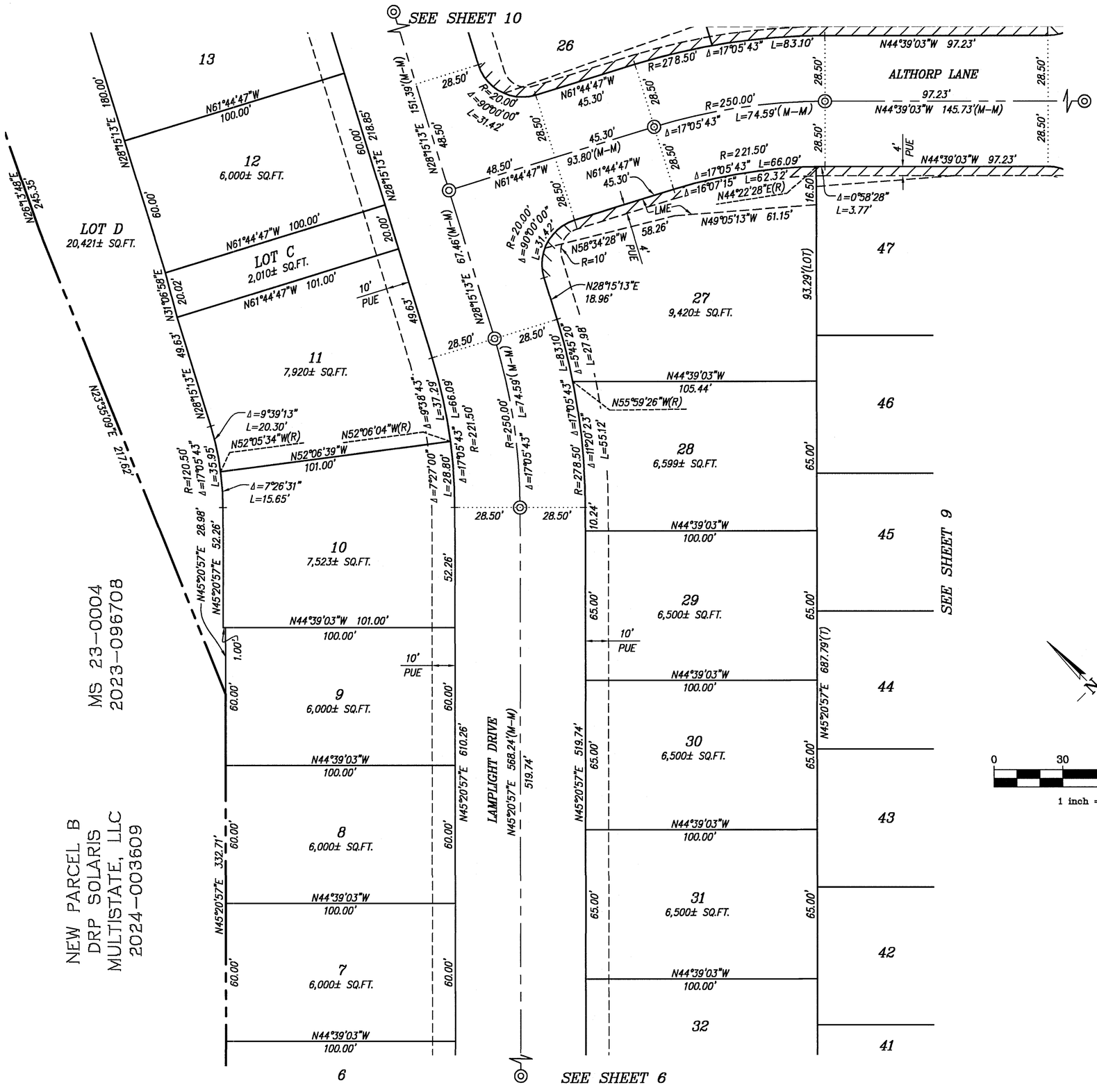
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0 30 60 90

1 inch = 30 ft.

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(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4135
(11) TRACT NO. 4136

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
⊙	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

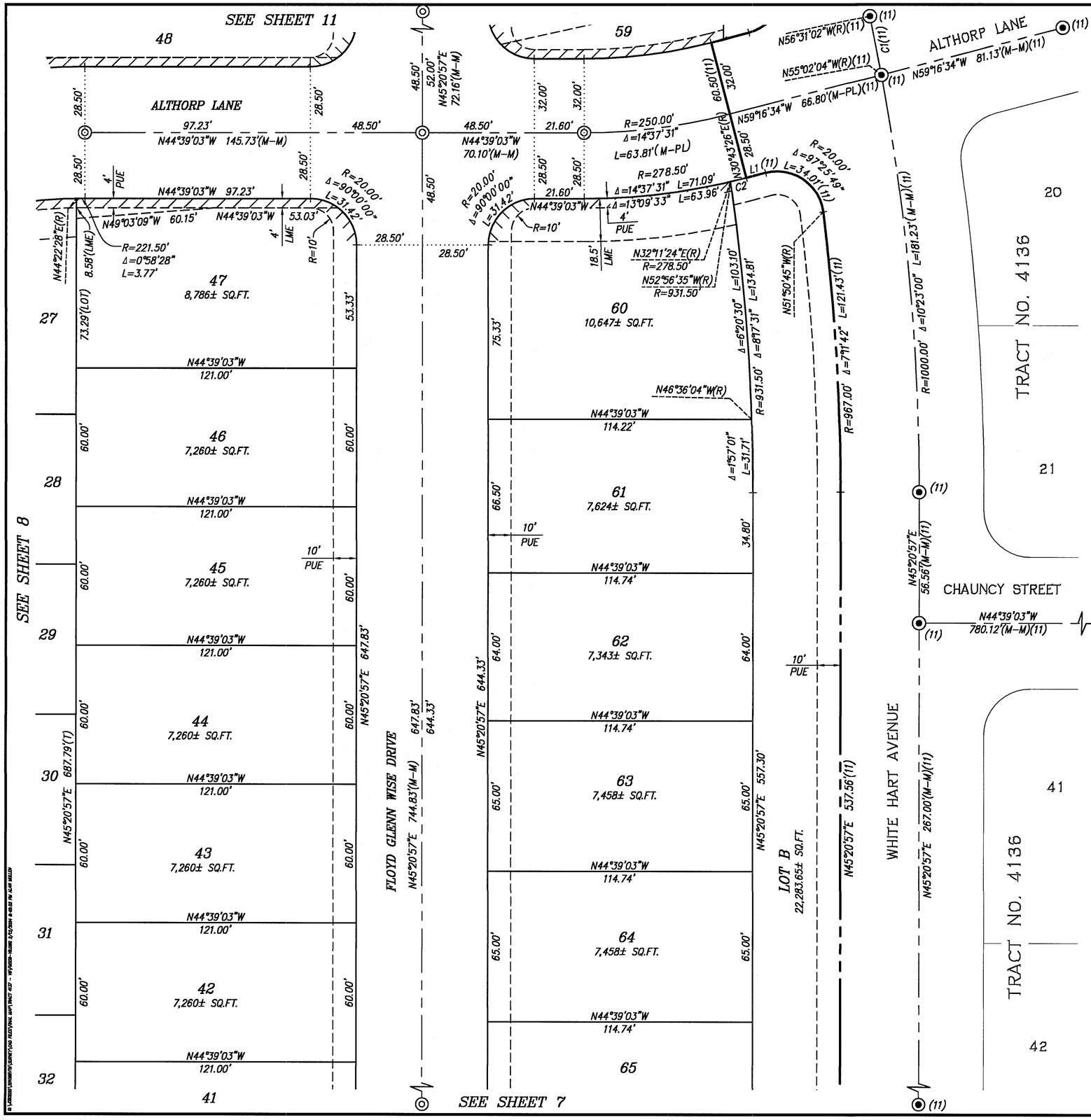
TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



Curve Table			
Curve	Radius	Delta	Length
C1	1000.00'	1°28'58"	25.88'
C2	278.50'	1°27'58"	7.13'

Line Table		
Line	Bearing	Length
L1	N59°16'34"W	8.59'

REFERENCES:

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·····	MONUMENT TIE LINE
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(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
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0 30 60 90
1 inch = 30 ft.

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

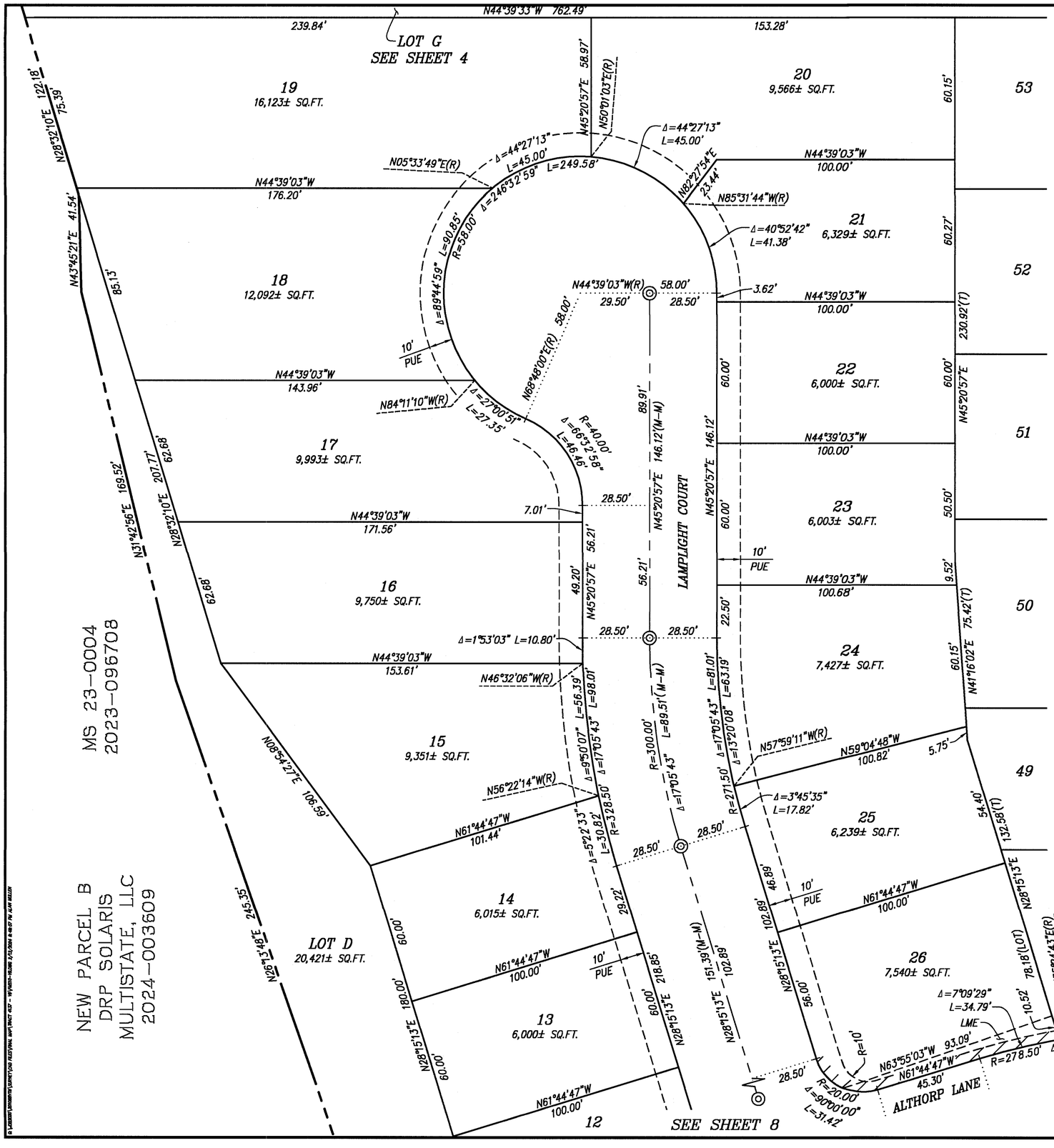
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

© RUGGERI-JENSEN-AZAR



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TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

LOT G SEE SHEET 4

SEE SHEET 10

SEE SHEET 9

ALTHORP LANE

WHITE HART AVENUE

HOLLAND STREET

FLOYD GLENN WISE COURT

TRACT NO. 4135

TRACT NO. 4136

Curve Table			
Curve	Radius	Delta	Length
C1	1000.00'	1°28'58"	25.88'

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Line	Bearing	Length
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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
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- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M–M) MONUMENT TO MONUMENT
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- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- //////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

1 inch = 30 ft.

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136

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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

SHEET 11 OF 12 SHEETS

TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4136

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "A", "B", "C", "D", "E", AND "F") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

4. PARCEL "G" IS RESERVED FOR A FUTURE SCHOOL SITE.

ACTIVE [illegible]

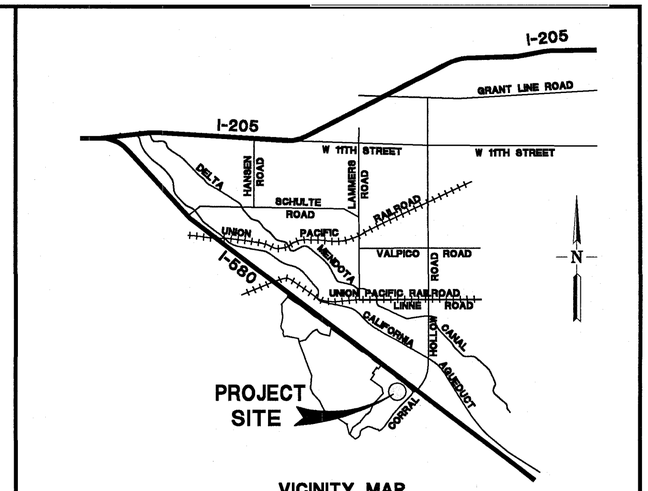
TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4137
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4138, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 10", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "LAMPLIGHT DRIVE", "FLOYD GLENN WISE DRIVE", "LAYLA WAY", AND "MOSS WAY" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS //////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 56, 57 AND 86 TO AND FROM FROST STREET, LOTS 45, 46, 67 AND 68 TO AND FROM MOSS WAY, LOTS 34 AND 79 TO AND FROM LAYLA WAY.

EXECUTED THIS 25 DAY OF April, 2024.

OWNER: AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: _____
STEVEN S. BENSON, ITS MANAGER

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT (TRACY HILLS 2A, CALIFORNIA) RECORDED ON OCTOBER 26, 2022 AS DOCUMENT NO. 2022-123122 AND MODIFIED PER DOCUMENT RECORDED ON MARCH 01, 2023 AS DOCUMENT NO. 2023-015789 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

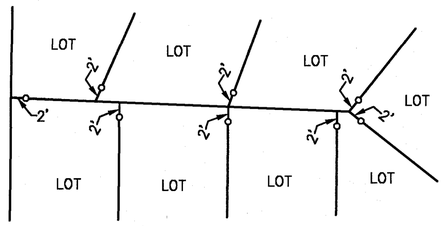
IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 24th DAY OF APRIL, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: CHAD KILTZ TITLE

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25 DAY OF April, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND BEHALF THEREOF.

_____
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

OPTIONEE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

ON THIS 24th DAY OF APRIL, 2024, BEFORE ME, LAUREN MARY MORTE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD KILTZ, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ ~~THEY~~ EXECUTED THE SAME IN HIS/ ~~HER~~/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND ~~THAT~~ BY HIS /~~HER~~ /~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: _____

PRINT NAME: LAUREN MARY MORTE

MY COMMISSION NUMBER: 2473306

MY COMMISSION EXPIRES: NOV 21, 2027

PRINCIPAL COUNTY OF BUSINESS: CONTRA COSTA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

C:\2020\201068\DWG\SURVEY\OLD FILES\FINAL MAP\TRACT 4138 - TVH\PAGE-VILLAGE 2\7/2024 8:28:39 AM ALAN MILLER

TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4137

PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 24th DAY OF APRIL, 2024.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR — SCOTT A. SHORTLIDGE — No. 6441 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4138, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 10", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

KOOSUN KIM, R.C.E. NO. 64769
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER — KOOSUN KIM — No. 64769 — CIVIL — STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4138, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 10", CITY OF TRACY, CALIFORNIA 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 _____, 2024.

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR — DAVID W. ENKE — No. 4071 — STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP, C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS–OF–WAY:

"LAMPLIGHT DRIVE", "FLOYD GLENN WISE DRIVE", "LAYLA WAY", AND "MOSS WAY".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

NO AFFECTING EASEMENTS

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2024, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4138, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 10", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 56, 57 AND 86 TO AND FROM FROST STREET, LOTS 45, 46, 67 AND 68 TO AND FROM MOSS WAY, LOTS 34 AND 79 TO AND FROM LAYLA WAY.

ACCEPTED ON BEHALF OF THE PUBLIC THE OFFER OF DEDICATION OF ALL STREET RIGHTS–OF–WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2024.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

G:\2020\201068\SURVEY\CAD FILES\FINAL MAP\TRACT 4138 - VILLAGE 10 FINAL MAP.DWG 2/6/2024 4:36:14 PM KJAY MILLER

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

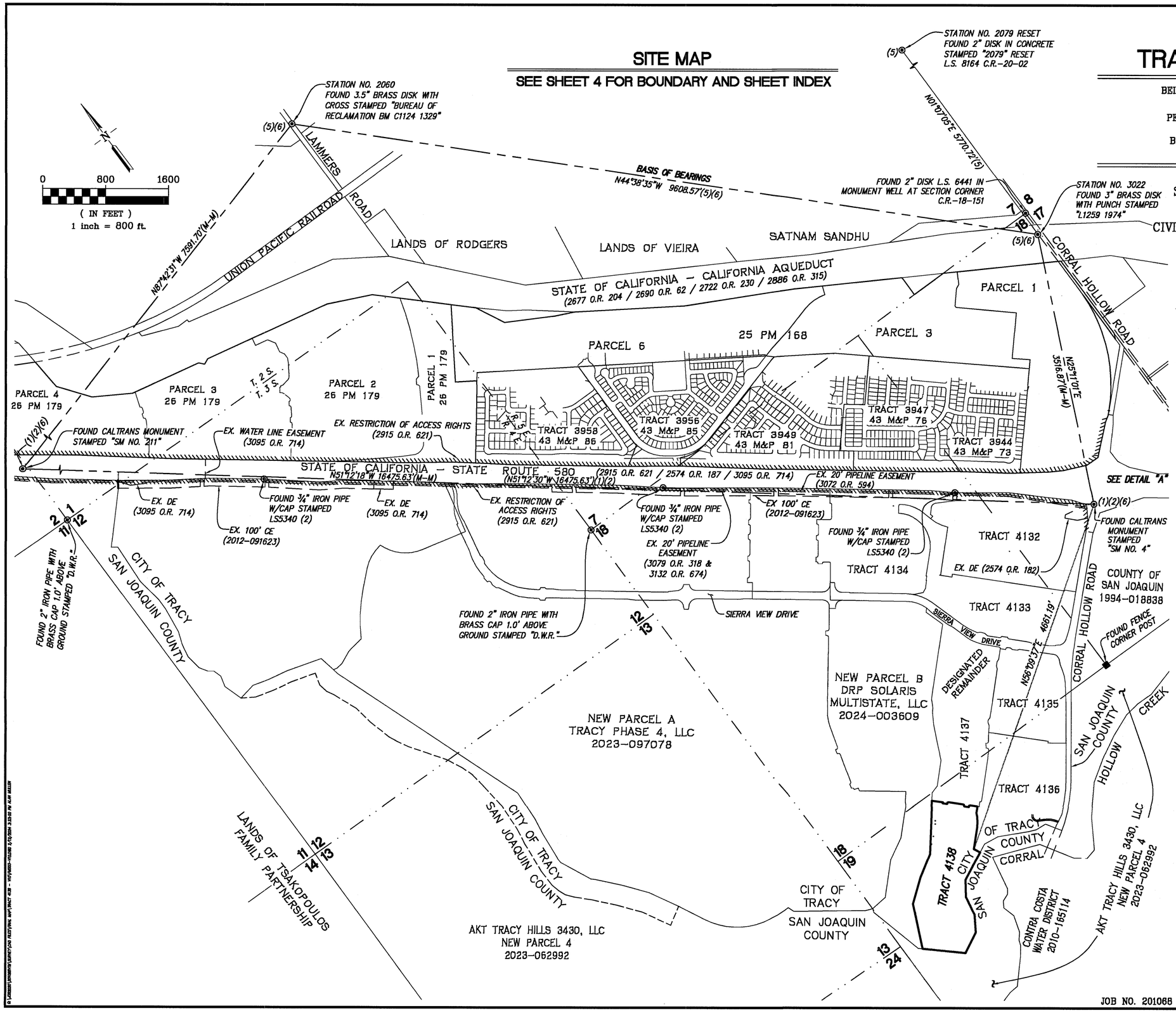
TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4137
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— – ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
//////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
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(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3–7 INDEX NO. DD44–1146 DATED 1959
(9) TRACT NO. 4136
(10) TRACT NO. 4137

Line Table		
Line	Bearing	Length
L1	N45°20'57"E	5.00'
L2	N45°20'57"E	5.00'
L3	N44°39'03"W	57.00'
L4	N45°20'57"E	5.00'
L5	N45°20'57"E	85.73'
L6	N28°09'37"E	52.76'
L7	N45°20'57"E	11.48'
L8	N44°39'03"W	57.00'

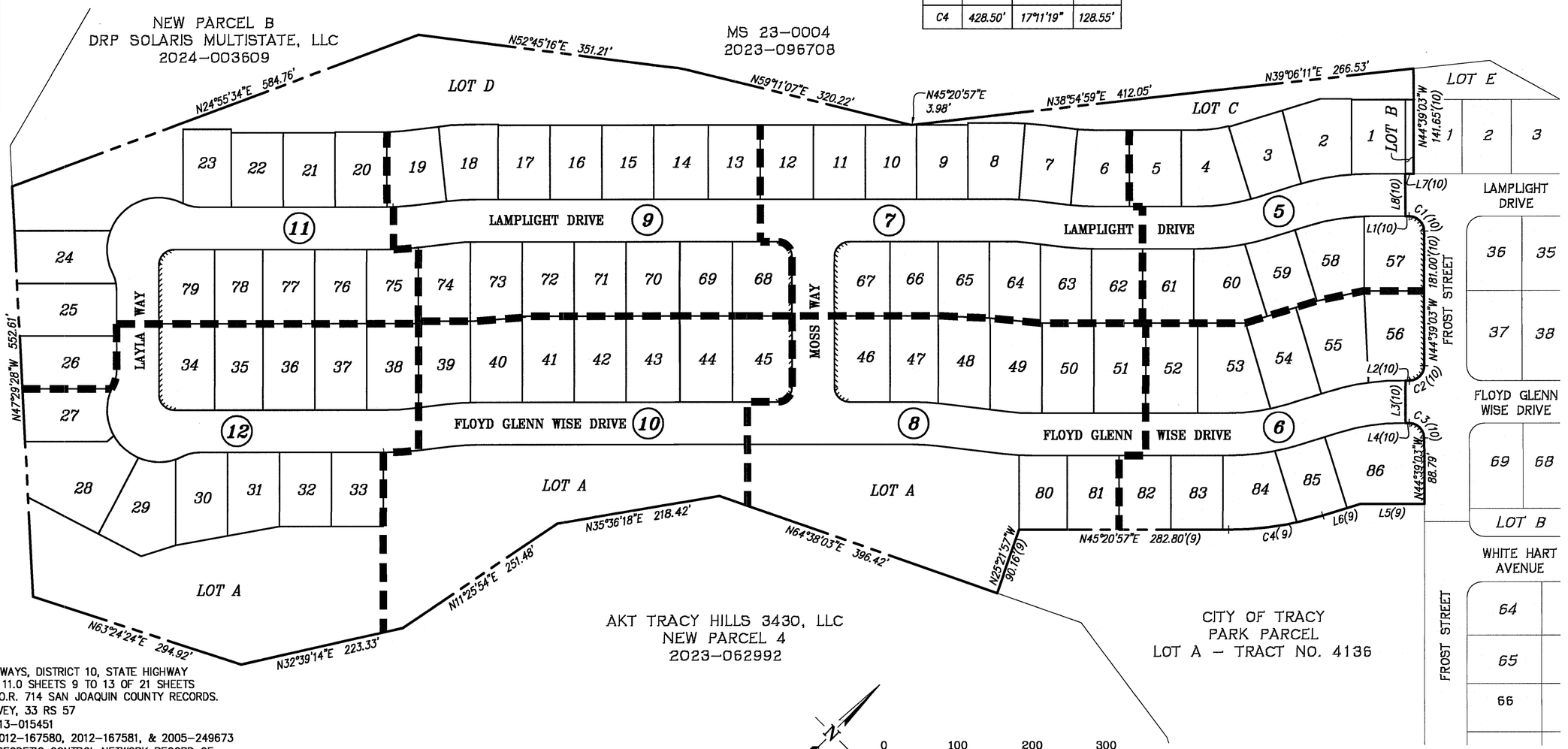
Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	428.50'	17°11'19"	128.55'

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 27.34±ACRES
AREA OF LOTS 1–86 = 15.40±ACRES
AREA OF STREETS = 5.19±ACRES

SHEET COVERAGE

(5) SHEET NUMBER



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N

0 100 200 300

1 inch = 100 ft.

LEGEND

TRACT MAP BOUNDARY LINE	LME LANDSCAPE MAINTENANCE EASEMENT
LOT LINE	PUE PUBLIC UTILITY EASEMENT
EXISTING EASEMENT LINE	EX. EXISTING
NEW EASEMENT LINE	SQ.FT. SQUARE FEET
MONUMENT LINE	(LOT) LOT LINE DIMENSION
MONUMENT TIE LINE	(M–M) MONUMENT TO MONUMENT
EXISTING PROPERTY LINE	(M–ML) MONUMENT TO MONUMENT LINE
FOUND MONUMENT AS NOTED	(M–PL) MONUMENT TO PROPERTY LINE
SET STANDARD MONUMENT, STAMPED LS 6441	(TIE–PL) TIE TO PROPERTY LINE
SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	(R) RADIAL
	(T) TOTAL
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TRACY HILLS VILLAGE 10

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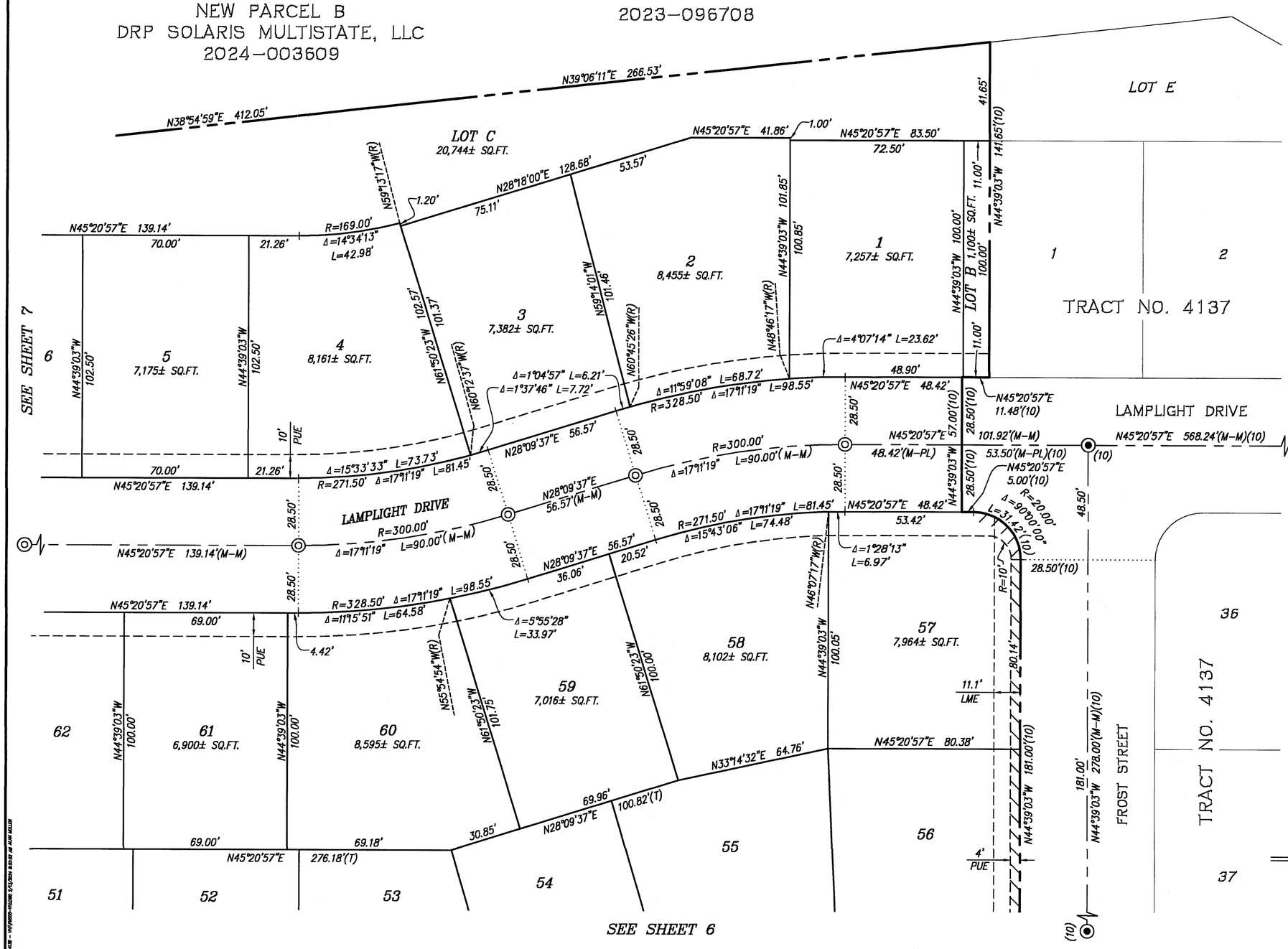
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
2024-003609

MS 23-0004
2023-096708



0 30 60 90
1 inch = 30 ft.

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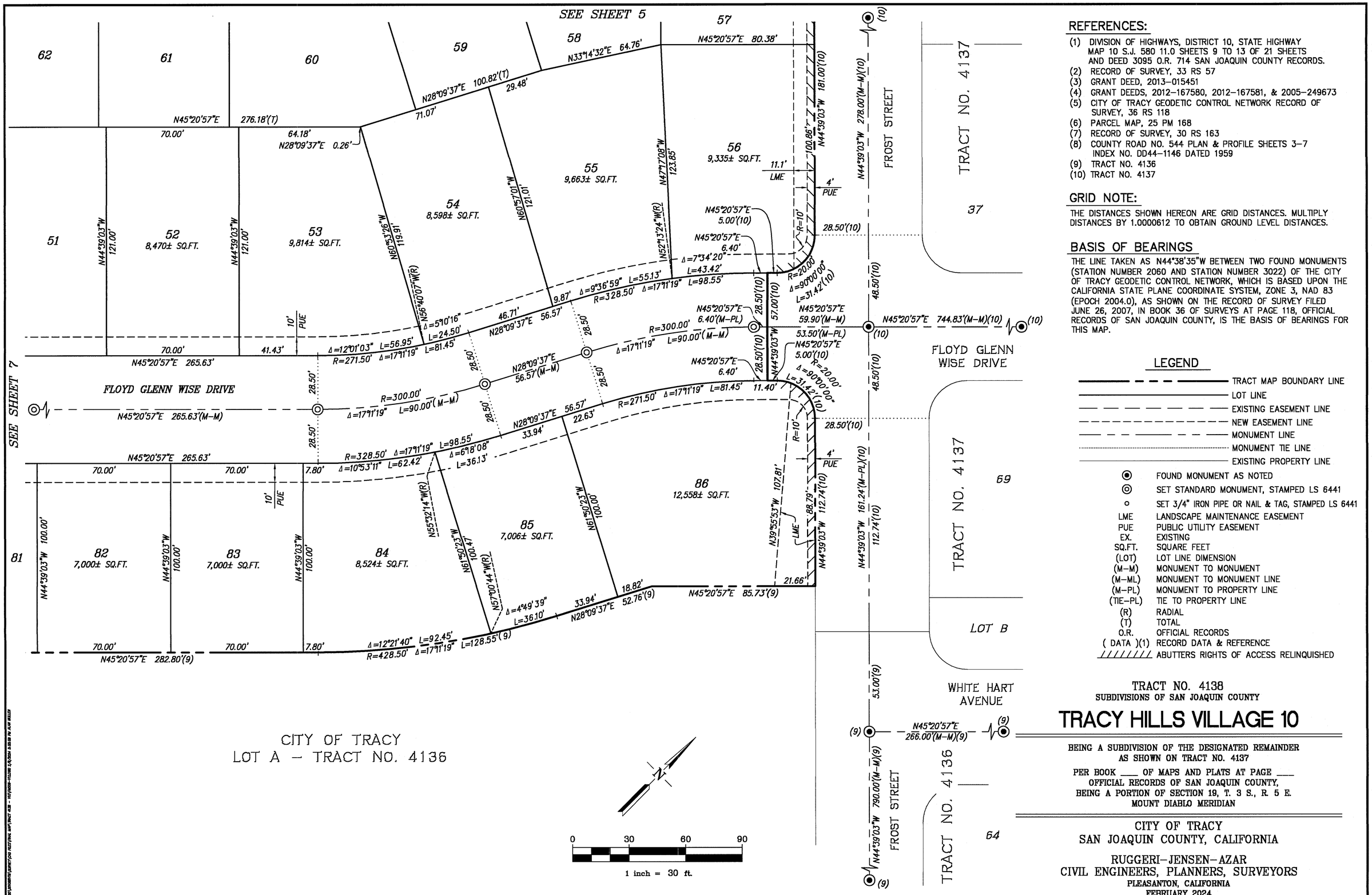
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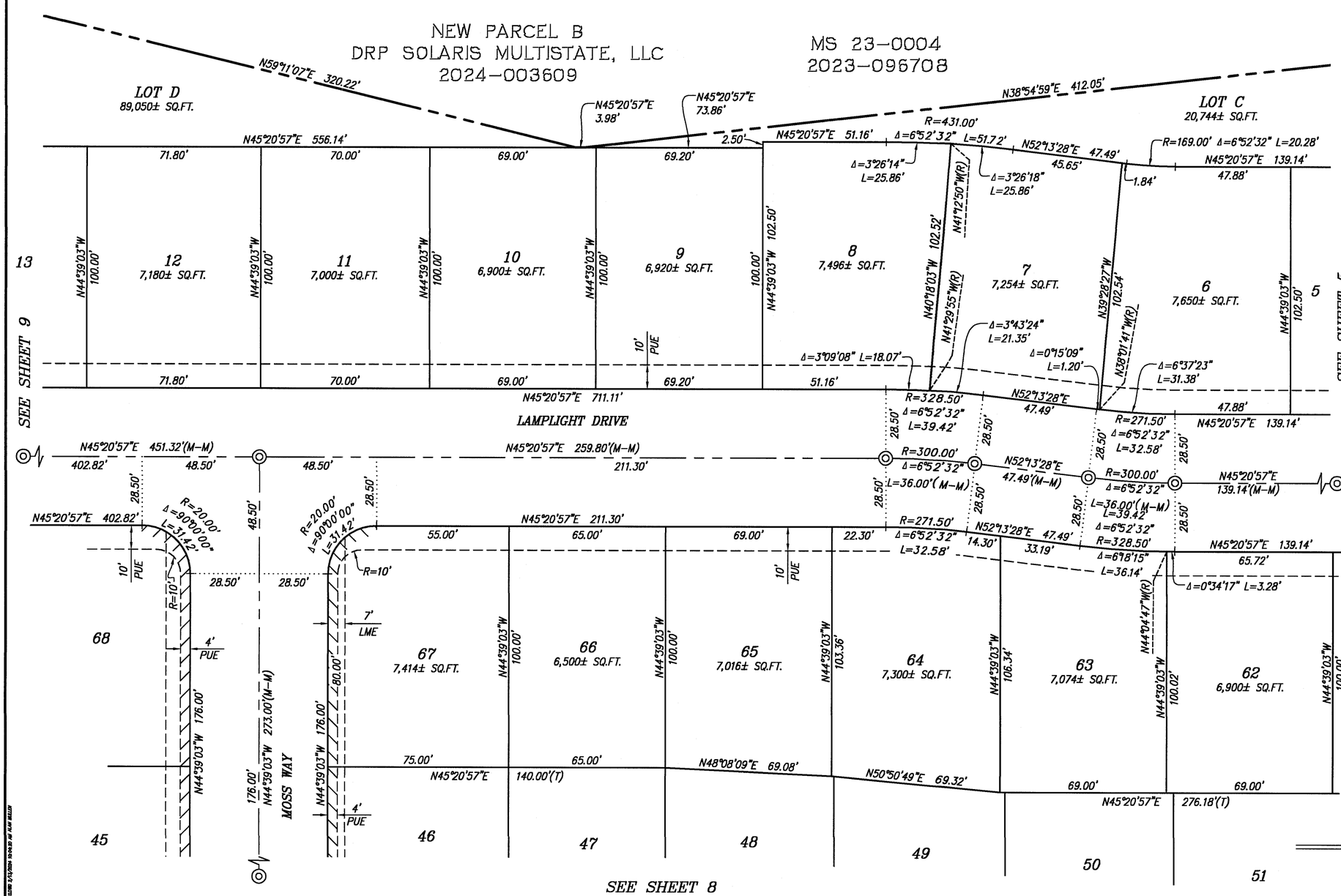
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

SEE SHEET 7

68 | 67 | 66 | 65 | 64 | 63 | 62 | 61

MOSS WAY

45 | 46 8,614± SQ.FT. | 47 7,561± SQ.FT. | 48 8,422± SQ.FT. | 49 8,593± SQ.FT. | 50 8,470± SQ.FT. | 51 8,470± SQ.FT. | 52

FLOYD GLENN WISE DRIVE

LOT A
183,149± SQ.FT.

80 6,503± SQ.FT. | 81 7,000± SQ.FT. | 82

SEE SHEET 10

SEE SHEET 6

AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023-062992

CITY OF TRACY
LOT A – TRACT NO. 4136

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0 30 60 90
1 inch = 30 ft.

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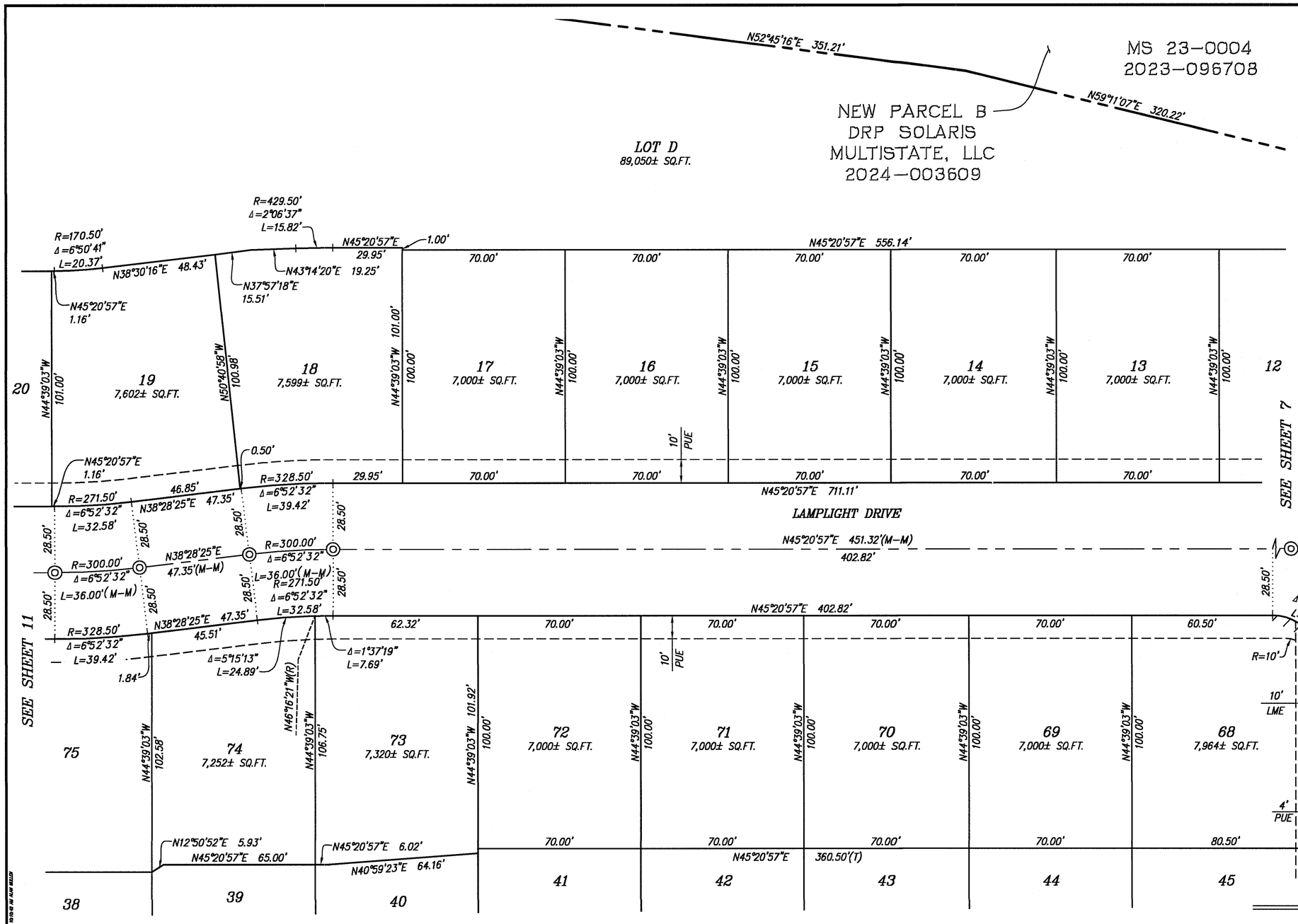
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(10) TRACT NO. 4137

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- NEW EASEMENT LINE
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- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
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- (R) RADIAL
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TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

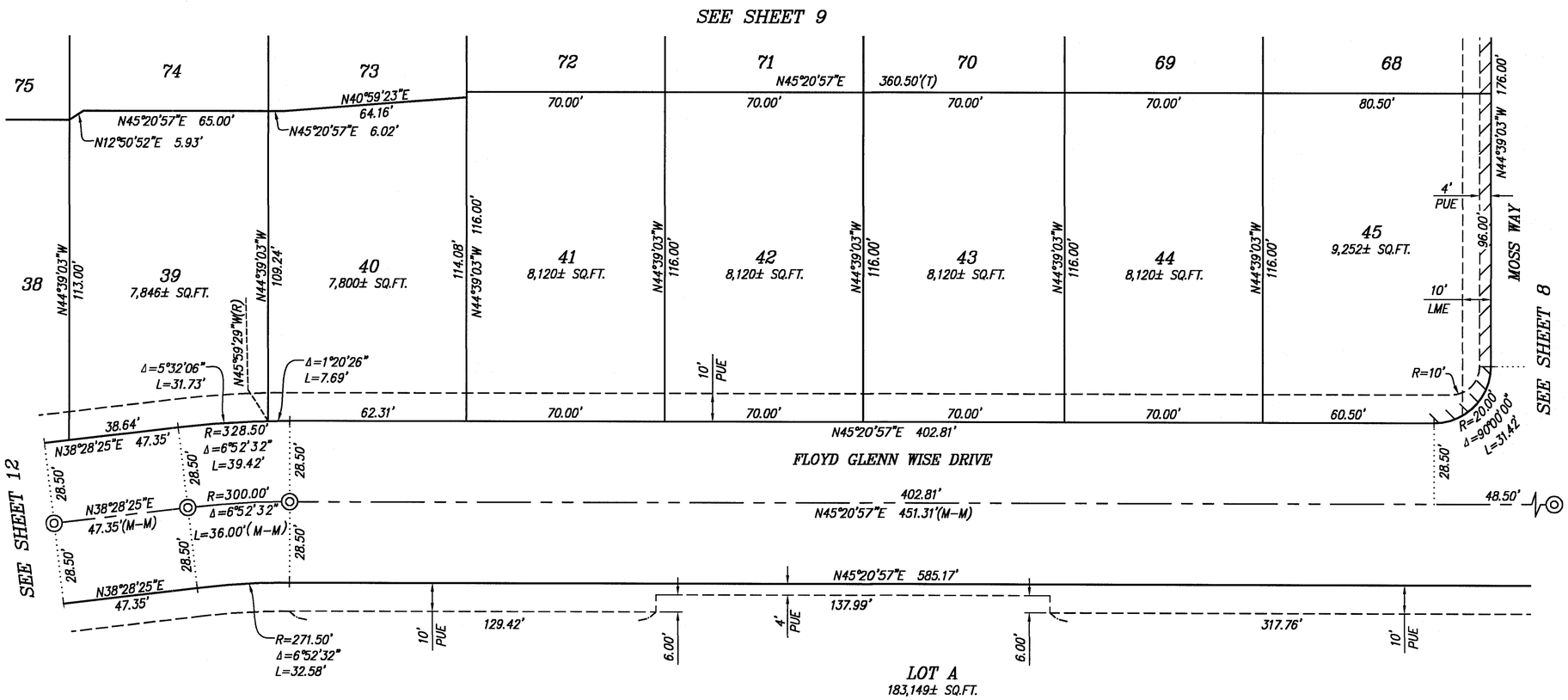
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MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068



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LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
— - —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
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SQ.FT.	SQUARE FEET
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(M-M)	MONUMENT TO MONUMENT
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TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

AKT TRACY HILLS 3430, LLC
NEW PARCEL 4
2023–062992

MS 23–0004
2023–096708

NEW PARCEL B
DRP SOLARIS
MULTISTATE, LLC
2024–003609

N24°55'34"E 584.76'

LOT D
89,050± SQ.FT.

59.29'

N45°20'57"E 65.00'

4.92'

N45°20'57"E 140.00'

1.00'

N45°20'57"E 71.16'

70.00' 70.00' 70.00'

1.16'

N44°39'03"W 100.00'

N44°39'03"W 104.92'

N44°39'03"W 100.00'

N44°39'03"W 101.00'

23
6,785± SQ.FT.

22
7,000± SQ.FT.

21
7,000± SQ.FT.

20
7,070± SQ.FT.

19

SEE SHEET 9

Δ=1°16'39" L=1.11'

N19°20'43"W(R)

Δ=25°38'20"
L=22.37'

10' PUE

1.16'

Δ=95°30'02" L=116.68'

Δ=14°49'59" L=175.73'

N17°44'04"W(R)

R=50.00'
Δ=26°55'00"
L=23.49'

43.37' 70.00' 70.00' 70.00'

N45°20'57"E 254.52'

28.50'

28.50'

R=271.50'
Δ=6°52'32"
L=32.58'

28.50'

N66°45'54"E(R)

N45°20'57"E 129.32'

R=70.00'

82.82'

48.50'

N45°20'57"E 337.35'(M–M)

254.52'

288.85'

R=300.00'
Δ=6°52'32"
L=36.00'(M–M)

28.50'

28.50'

R=20.00'
Δ=90°00'00"
L=31.42'

28.50'

N45°20'57"E 288.85'

R=328.50'
Δ=6°52'32"
L=39.42'

N38°28'25"E
1.84'

55.00' 65.00' 70.00' 70.00' 28.85'

48.50'

82.82'

28.50'

R=10'

10' PUE

4.5' LME

80.00'

4' PUE

79
7,414± SQ.FT.

78
6,500± SQ.FT.

77
7,000± SQ.FT.

76
7,000± SQ.FT.

75
7,035± SQ.FT.

74

N44°39'03"W 100.00'

N44°39'03"W 100.00'

N44°39'03"W 100.00'

N44°39'03"W 100.00'

N44°39'03"W 102.58'

71.09'

24
8,974± SQ.FT.

N18°25'57"E(R)

Δ=16°41'01" L=14.56'

N45°20'57"E
133.17'

R=50.00'
Δ=26°55'00"
L=23.49'

N35°06'57"E(R)

Δ=10°13'59" L=8.93'

28.50'

552.61'

N47°29'28"W

71.09'

25
9,384± SQ.FT.

62.12'

107.35'

176.00'

273.00'(M–M)

176.00'

107.35'

LAYLA WAY

10' PUE

N45°20'57"E
130.44'

N44°39'03"W

45.24'

71.09'

26
9,077± SQ.FT.

28.50'

N72°15'56"E(R)

R=70.00' Δ=2°50'16" L=3.47'

N45°20'57"E
120.01'

N69°25'40"E(R)

R=50.00'
Δ=26°55'00"
L=23.49'

82.82'

27

75.00' 65.00' 70.00' 70.00' 70.00'

N45°20'57"E 350.00'(T)

34 35 36 37 38 39

SEE SHEET 12

0 30 60 90

1 inch = 30 ft.

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EX.	EXISTING
SQ.FT.	SQUARE FEET
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TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

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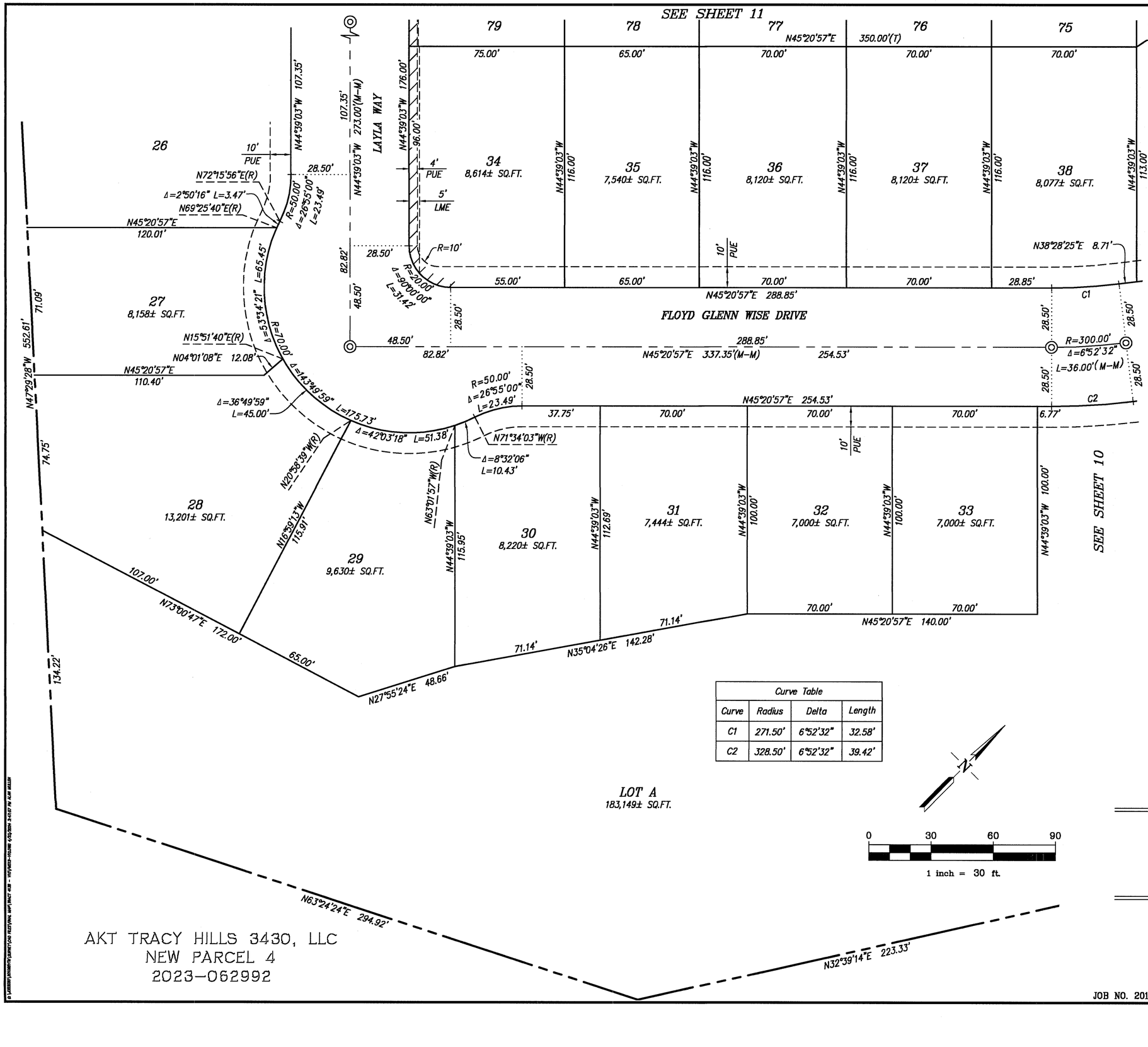
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

SHEET 11 OF 13 SHEETS

D:\JOBS\201068\SURVEY\DGN FILES\FINAL MAP\TRACT 4138 - TRACY HILLS VILLAGE 10.DGN 2/13/2024 10:33:38 AM ALAN MILLER



Curve Table			
Curve	Radius	Delta	Length
C1	271.50'	6°52'32"	32.58'
C2	328.50'	6°52'32"	39.42'

0 30 60 90

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NEW PARCEL 4
2023–062992

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CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

JOB NO. 201068

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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20-0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "A", "B", "C", AND "D") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

City of Tracy – Subdivision Improvement Agreement
Tract 4132, Tracy Hills Village 1 and 4

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4132 - Tracy Hills Villages 1 and 4

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4132 - Tracy Hills Village 1 and 4, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 1, L.P., is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4132 - Tracy Hills Village 1 and 4 (the "**Final Subdivision Map**"), consisting of 139 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 46.3+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4132 - Tracy Hills Village 1 and 4. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) Seventeen (17) sheets of improvement plans entitled "Improvement Plans- Boulder - Tract 4132 - Villages 1 & 4 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated February 22, 2024; (b) six (6) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 1 & 4" prepared by Power Systems Design dated September 16, 2022; (c) five (5) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Villages 1 & 4" prepared by Power Systems Design dated September 22, 2022; and (d) thirty-six (36) of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 1 & 4 Boulder", prepared by FORMA, dated December 8, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0010 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0034 (the "**Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on September 8, 2022 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), *(a) seventeen (17) sheets of improvement plans titled "Boulder, Tract 4132, Villages 1 & 4, Tracy Hills Phase 2A" prepared by*

Ruggeri-Jensen-Azar dated July 22, 2022; (b) six (6) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 1 & 4" prepared by Power Systems Design dated August 29, 2022 and (c) five (5) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Villages 1 and 4" prepared by Power Systems Design dated August 29, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $4,029,942.00, a Labor and Material Bond in the amount of $4,029,942.00 a Warranty Bond in the amount of $402,994.00, *and a Monumentation Bond dated in the amount of $23,875.00* all dated August 25, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$4,029,942.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$4,029,942.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$402,994.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$23,875.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager

Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Debra Levine (Seal)

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson. the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA I, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 139, LOTS A, B, C, AND D, AND ALL OF WHITE HART AVENUE, FORBES AVENUE, GLADYS AVENUE, OLD LARKS LANE, BECKETT STREET, AND CAUFIELD STREET AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4132, TRACY HILLS VILLAGES 1 & 4, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location

TRACT NO. 4132
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 1 AND 4

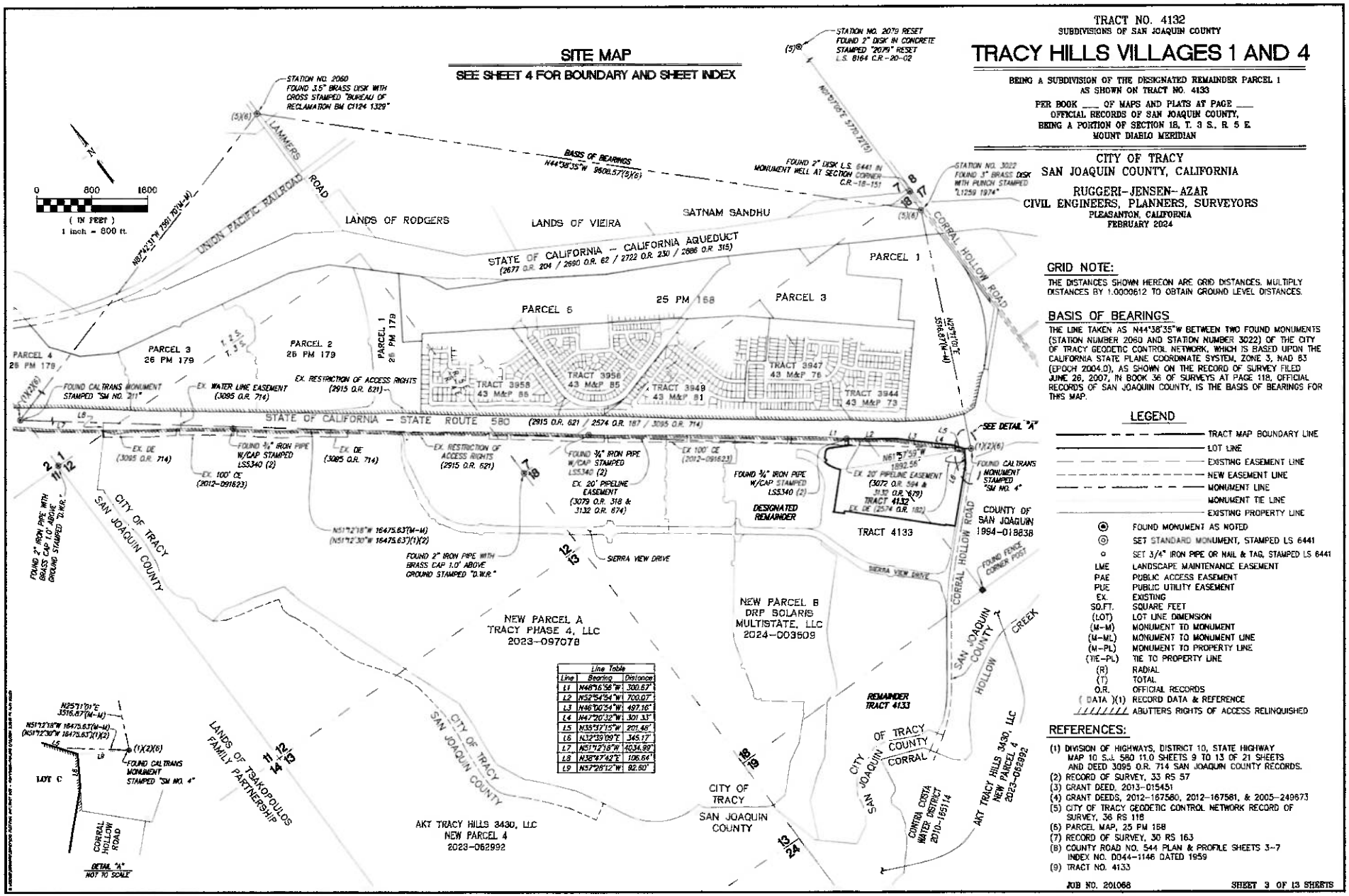
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER PARCEL 1
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



Line Table		
Line	Bearing	Distance
L1	N46°16'56"W	300.87'
L2	N32°54'54"W	700.07'
L3	N46°00'34"W	497.16'
L4	N47°20'32"W	301.33'
L5	N35°37'15"W	201.46'
L6	N32°39'09"E	345.17'
L7	N51°12'18"W	4034.99'
L8	N38°47'42"E	106.64'
L9	N57°26'12"W	92.60'

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°36'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. D044-1146 DATED 1959
(9) TRACT NO. 4133

EXHIBIT C-1

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 8E45A964-929B-45AF-843F-0A20C2166822

DocuSign Envelope ID: 3ED4F964-A188-4365-923F-76D8CD4D56CB

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4132 - TRACY HILLS VILLAGES 1 AND 4

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a final map for the project known as Tract No. 4132, Tracy Hills Villages 1 and 4 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The submitted plans and specifications, which are under review by the City Engineer, are on file with the City Engineer and incorporated herein by reference. The term **"Partially Submitted Plans and Specifications"** is a subset of the complete plans that have been submitted and specifically includes the following: (a) seventeen (17) sheets of improvement plans titled "Boulder, Tract 4132, Villages 1 & 4, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) six (6) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 1 & 4" prepared by Power Systems Design and (c) five (5) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Villages 1 and 4" prepared by Power Systems Design. The above referenced plans are on file with the City Engineer under Tracking No. ENG22-0010 and have been approved by the City Engineer.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

City of Tracy – Subdivision Improvement Agreement
Tract 4133, Tracy Hills Village 2 and 3

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4133 - Tracy Hills Villages 2 and 3

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter **Developer**). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4133 - Tracy Hills Village 2 and 3, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P., are landbanks holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consent to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer (**"Conditions of Approval"**). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4133 - Tracy Hills Village 2 and 3 (the "**Final Subdivision Map**"), consisting of 115 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 42.1+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4133 - Tracy Hills Village 2 and 3. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a)Fifteen (15)sheets of improvement plans entitled "Improvement Plans – Cairnway - Tract 4133 - Villages 2&3 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) six (6) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 2 & 3" prepared by Power Systems Design dated September 15, 2022; (c)five(5)sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 2 & 3" prepared by Power Systems Design dated August 29, 2022; and (d)thirty five (35)sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 2&3 Cairnway," prepared by FORMA, dated December* 8, 2023. The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0011 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0032 (the **Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on September 8, 2022 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), (a) fifteen (15) sheets of improvement plans

titled "Cairnway, Tract 4133, Villages 2 & 3, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated July 22, 2022; (b) six (6) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 2 & 3" prepared by Power Systems Design dated August 29, 2022 and (c) five (5) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Villages 2 and 3" prepared by Power Systems Design dated August 29, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $2,260,567.00, a Labor and Material Bond in the amount of $2,260,567.00 a Warranty Bond in the amount of $226,057.00, *and a Monumentation Bond in the amount of $36,875.00* all dated August 25, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,260,567.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,260,567.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$226,057.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$36,875.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P., and AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1)actual receipt at the email address designated above, or (2)two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager

Date: 5/9/24

[ATTACHED]

City of Tracy – Subdivision Improvement Agreement
Tract 4133, Tracy Hills Village 2 and 3

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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Kaler, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

Signature: Debra Levine (Seal)

City of Tracy – Subdivision Improvement Agreement
Tract 4133, Tracy Hills Village 2 and 3

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson, the Manager of ~~Essential Housing Asset Management, LLC~~, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 115, LOTS A, B, C, D, AND E, AND ALL OF SIERRA VIEW DRIVE, CORRAL HOLLOW DRIVE, WHITE HART AVENUE, EMERY STREET, FORBES AVENUE, DASHWOOD STREET, HANOVER WAY, GLADYS AVENUE, AND LEVANT PLACE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4133, TRACY HILLS VILLAGES 2 & 3, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location

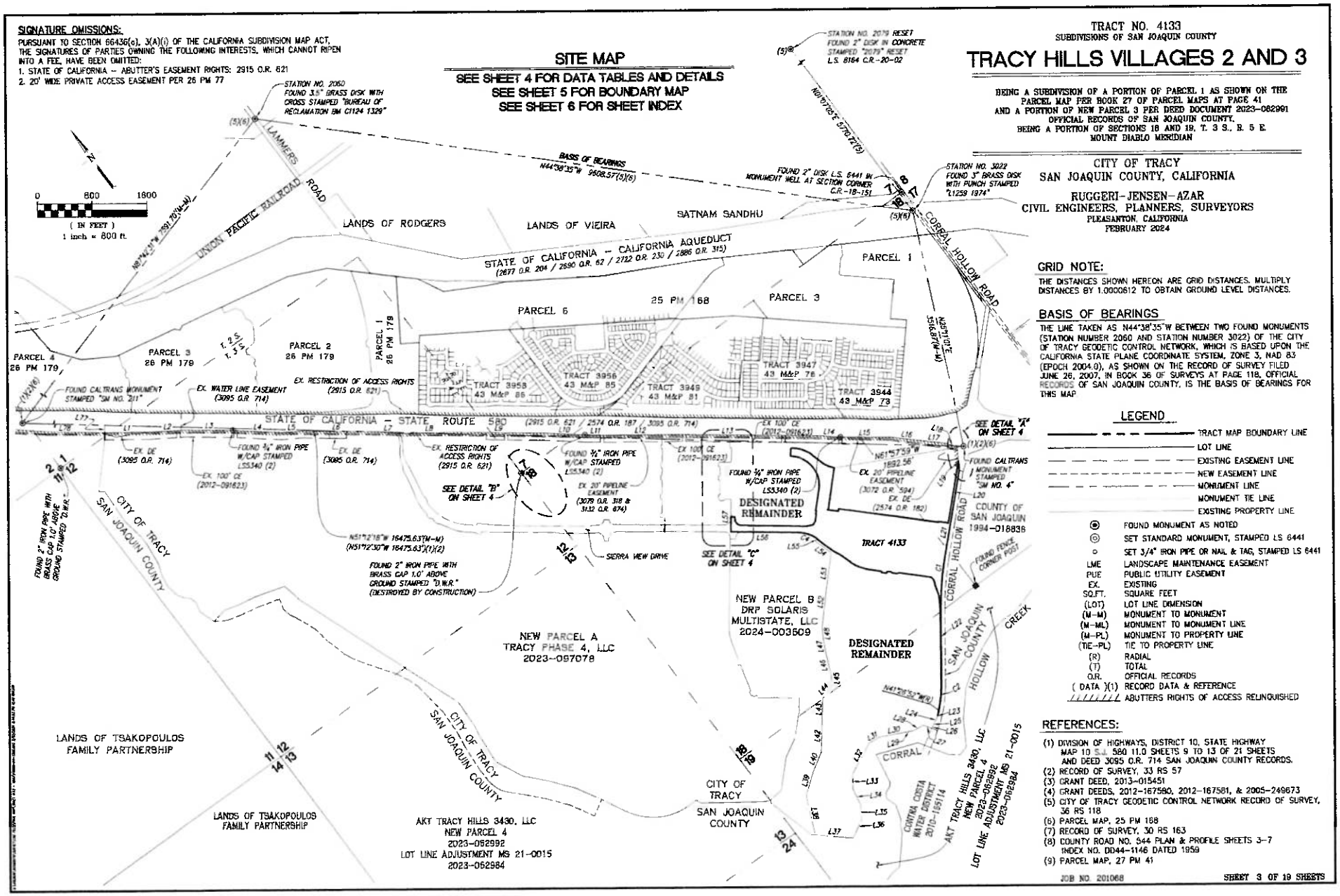

SIGNATURE OMISSIONS:
PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:
1. STATE OF CALIFORNIA – ABUTTER'S EASEMENT RIGHTS: 2915 O.R. 621
2. 20' WIDE PRIVATE ACCESS EASEMENT PER 26 PM 77
SITE MAP
SEE SHEET 4 FOR DATA TABLES AND DETAILS
SEE SHEET 5 FOR BOUNDARY MAP
SEE SHEET 6 FOR SHEET INDEX
TRACT NO. 4133
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGES 2 AND 3
BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THE PARCEL MAP PER BOOK 27 OF PARCEL MAPS AT PAGE 41 AND A PORTION OF NEW PARCEL 3 PER DEED DOCUMENT 2023-082991 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024
GRID NOTE:
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.
BASIS OF BEARINGS
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP
LEGEND
TRACT MAP BOUNDARY LINE
LOT LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
MONUMENT LINE
MONUMENT TIE LINE
EXISTING PROPERTY LINE
FOUND MONUMENT AS NOTED
SET STANDARD MONUMENT, STAMPED LS 6441
SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME LANDSCAPE MAINTENANCE EASEMENT
PUE PUBLIC UTILITY EASEMENT
EX. EXISTING
SQ.FT. SQUARE FEET
(LOT) LOT LINE DIMENSION
(M-M) MONUMENT TO MONUMENT
(M-ML) MONUMENT TO MONUMENT LINE
(M-PL) MONUMENT TO PROPERTY LINE
(TIE-PL) TIE TO PROPERTY LINE
(R) RADIAL
(T) TOTAL
O.R. OFFICIAL RECORDS
(DATA)(1) RECORD DATA & REFERENCE
ABUTTERS RIGHTS OF ACCESS RELINQUISHED
REFERENCES:
(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
(9) PARCEL MAP, 27 PM 41
JOB NO. 201068
SHEET 3 OF 19 SHEETS
STATION NO. 2060 FOUND 3.5" BRASS DISK WITH CROSS STAMPED "BUREAU OF RECLAMATION BM C1124 1329"
STATION NO. 2079 RESET FOUND 2" DISK IN CONCRETE STAMPED "2079" RESET L.S. 8164 C.R.-20-02
STATION NO. 3022 FOUND 3" BRASS DISK WITH PUNCH STAMPED "1259 1974"
FOUND 2" DISK L.S. 6441 IN MONUMENT WELL AT SECTION CORNER C.R.-18-151
BASIS OF BEARINGS N44°38'35"W 9508.57'(5)(6)
N00°17'52"E 5791.72'(5)
N00°14'21"W 5791.70'(M-M)
N00°15'52"E 5791.67'(M-M)
0 800 1600
(IN FEET)
1 inch = 800 ft.
LAMMERS ROAD
UNION PACIFIC RAILROAD
CORRAL HOLLOW ROAD
LANDS OF RODGERS
LANDS OF VIEIRA
SATNAM SANDHU
STATE OF CALIFORNIA – CALIFORNIA AQUEDUCT (2677 O.R. 204 / 2690 O.R. 62 / 2722 O.R. 230 / 2886 O.R. 315)
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 6
25 PM 168
26 PM 179
TRACT 3956 43 M&P 85
TRACT 3958 43 M&P 86
TRACT 3949 43 M&P 81
TRACT 3947 43 M&P 76
TRACT 3944 43 M&P 73
STATE OF CALIFORNIA – STATE ROUTE 580 (2915 O.R. 621 / 2574 O.R. 187 / 3095 O.R. 714)
FOUND CALTRANS MONUMENT STAMPED "SM NO. 211"
EX. WATER LINE EASEMENT (3095 O.R. 714)
EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)
EX. DE (3095 O.R. 714)
EX. 100' CE (2012-091623)
FOUND ¾" IRON PIPE W/CAP STAMPED L55340 (2)
SEE DETAIL "A" ON SHEET 4
SEE DETAIL "B" ON SHEET 4
SEE DETAIL "C" ON SHEET 4
EX. 20' PIPELINE EASEMENT (3078 O.R. 318 & 3122 O.R. 674)
DESIGNATED REMAINDER
TRACT 4133
FOUND CALTRANS MONUMENT STAMPED "SM NO. 4"
N61°57'59"W 1892.56'
EX. 20' PIPELINE EASEMENT (3072 O.R. 504)
EX. DE (2574 O.R. 182)
COUNTY OF SAN JOAQUIN 1994-018838
FOUND FENCE CORNER POST
FOUND 2" IRON PIPE WITH BRASS CAP 1.0' ABOVE GROUND STAMPED "D.W.R."
N51°12'18"W 16475.63'(M-M) (N51°12'30"W 16475.63')(1)(2)
FOUND 2" IRON PIPE WITH BRASS CAP 1.0' ABOVE GROUND STAMPED "D.W.R." (DESTROYED BY CONSTRUCTION)
SIERRA VIEW DRIVE
CITY OF TRACY SAN JOAQUIN COUNTY
NEW PARCEL A TRACY PHASE 4, LLC 2023-097078
NEW PARCEL B DRP SOLARIS MULTISTATE, LLC 2024-003609
DESIGNATED REMAINDER
SAN JOAQUIN COUNTY HOLLOW CREEK
CORRAL
LANDS OF TSAKOPOULOS FAMILY PARTNERSHIP
AKT TRACY HILLS 3430, LLC NEW PARCEL 4 2023-062992 LOT LINE ADJUSTMENT MS 21-0015 2023-062984
CITY OF TRACY SAN JOAQUIN COUNTY
CONTRA COSTA WATER DISTRICT 2010-195114
AKT TRACY HILLS 3430, LLC NEW PARCEL 4 2023-062992 LOT LINE ADJUSTMENT MS 21-0015 2023-062984

EXHIBIT C-2

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 8E45A964-929B-45AF-843F-0A20C2166822

DocuSign Envelope ID: 3ED4F964-A188-4366-923F-76D8CD4D66CB

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4133 - TRACY HILLS VILLAGES 2 AND 3

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a final map for the project known as Tract No. 4133, Tracy Hills Villages 2 and 3 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The submitted plans and specifications, which are under review by the City Engineer, are on file with the City Engineer and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** is a subset of the complete plans that have been submitted and specifically includes the following: (a) fifteen (15) sheets of improvement plans titled "Cairnway, Tract 4133, Villages 2 & 3, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) six (6) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 2 & 3" prepared by Power Systems Design and (c) five (5) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Villages 2 and 3" prepared by Power Systems Design. The above referenced plans are on file with the City Engineer under Tracking No. ENG22-0011 and have been approved by the City Engineer.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4134 - Tracy Hills Villages 5 and 6

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4134 - Tracy Hills Village 5 and 6, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 1, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4134 - Tracy Hills Village 5 and 6 (the "**Final Subdivision Map**"), consisting of 131 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 39.6+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4134 - Tracy Hills Village 5 and 6. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) Twenty One (21) sheets of improvement plans entitled "Improvement Plans – Crestwick - Tract 4134 - Villages 5&6 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated February 22, 2024; (b) seven (7) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 5 and 6" prepared by Power Systems Design dated November 17, 2022; (c) six (6) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 5 and 6" prepared by Power Systems Design dated November 17, 2022; and (d) thirty eight (38) sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 5 & 6 Crestwick", prepared by FORMA, dated November 21, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0012 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0036 (the "**Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on October 31, 2022 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), (a) twenty-one (21) sheets of improvement

plans entitled "Crestwick, Tract 4134, Villages 5 & 6, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated June 10, 2022; (b) seven (7) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 5 & 6" prepared by Power Systems Design dated June 28, 2022 and (c) five (5) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Villages 5 and 6" prepared by Power Systems Design dated June 28, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $3,886,947.00, a Labor and Material Bond in the amount of $3,886,947.00 a Warranty Bond in the amount of $388,695.00, *and a Monumentation Bond in the amount of $32,875.00* all dated September 13, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$3,886,947.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$3,886,947.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$388,695.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$32,875.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. [**Intentionally Left Blank**]

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

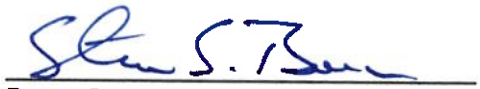
Date: _____

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent



By: Steven S. Benson
Title: Manager

Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Debra Levine (Seal)

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 560645
My Comm. Exp. Jan. 14, 2028

(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 131, LOTS A, B, C, D, E, F, AND G, AND ALL OF OLD LARKS LANE, JONAH STREET, NATION WAY, KISMET STREET, PENELOPE STREET, OSCAR DRIVE, RABINO AVENUE, ULSTER AVENUE, LINDEN AVENUE, STANEK AVENUE AND POND PLACE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4134, TRACY HILLS VILLAGES 5 & 6, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location

TRACT NO. 4134
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 5 AND 6

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4132

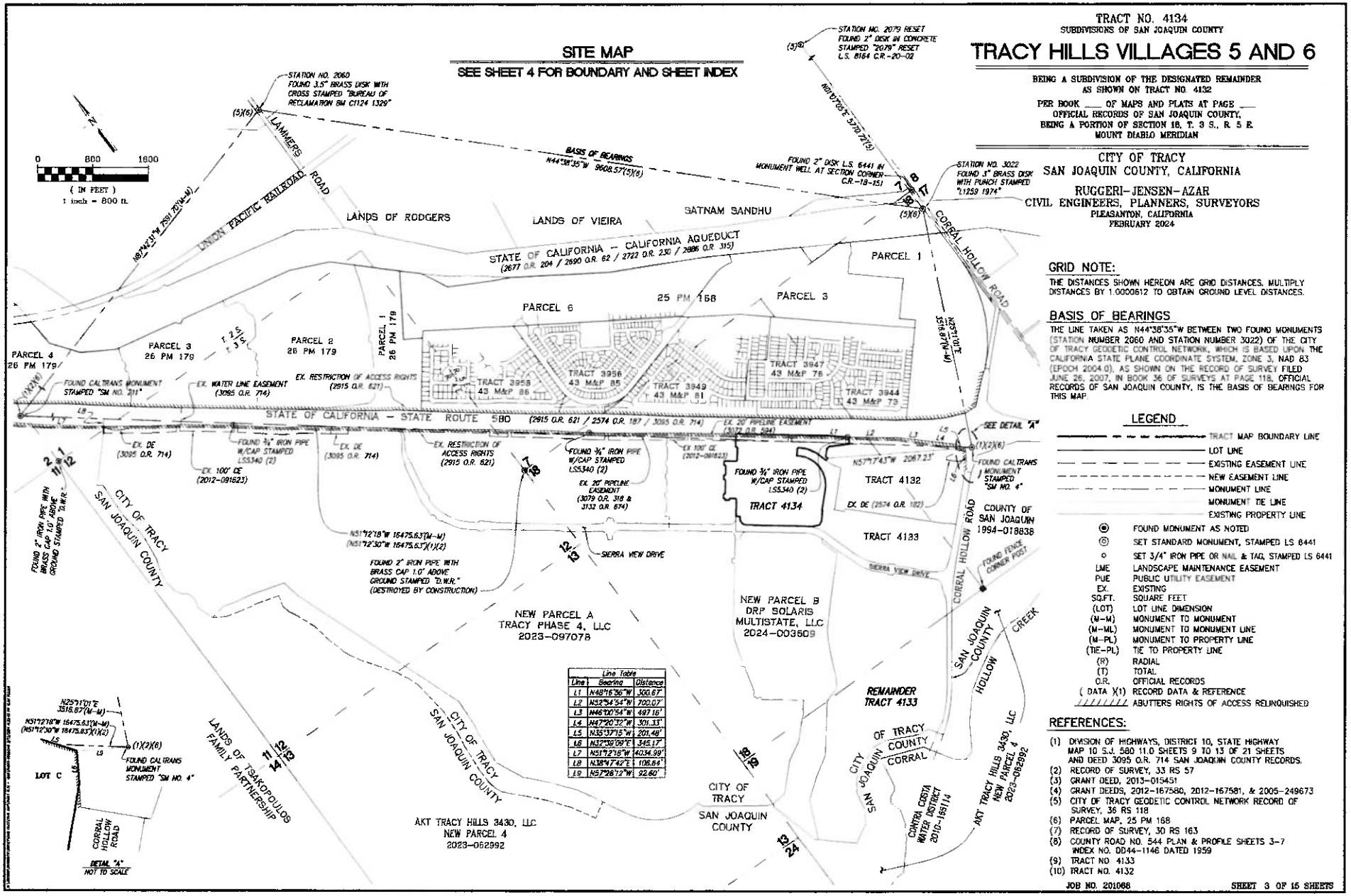
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



Line Table		
Line	Bearing	Distance
L1	N48°16'36"W	300.87'
L2	N52°54'54"W	700.07'
L3	N46°00'54"W	497.16'
L4	N47°20'32"W	301.33'
L5	N35°37'15"W	201.48'
L6	N32°39'09"E	345.17'
L7	N51°12'18"W	4034.99'
L8	N38°47'42"E	106.84'
L9	N57°28'12"W	92.60'

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. 0044-1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4132

EXHIBIT C-3

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: B3704A8F-5F80-4B30-8767-8A403BB0CCAC

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4134 - TRACY HILLS VILLAGES 5 AND 6

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property comprising Tract 4134, Tracy Hills Villages 5 & 6 ("**Property**"), that is situated within the boundaries of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"). The Property is more particularly depicted in Exhibit "A", attached and incorporated herein by its reference.

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "B" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has Partially Approved Submitted to City a final map for the project known as Tract No. 4134, Tracy Hills Villages 5 and 6 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted plans and specifications, which are under review by the City Engineer, are on file with the City Engineer under ENG22-0012 (WDID #5S39C396305) and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) twenty-one (21) sheets of improvement plans entitled "Crestwick, Tract 4134, Villages 5 & 6, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) seven (7) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Villages 5 & 6" prepared by Power Systems Design and (c) five (5) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Villages 5 and 6" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

City of Tracy – Subdivision Improvement Agreement
Tract 4135, Tracy Hills Village 7

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4135 - Tracy Hills Village 7

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4135 - Tracy Hills Village 7, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 2, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4135 - Tracy Hills Village 7 (the "**Final Subdivision Map**"), consisting of 97 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 23.1+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4135 - Tracy Hills Village 7. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) seventeen (17) sheets of improvement plans entitled "Improvement Plans - Rangewood, Tract 4135, Village 7, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) five (5) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 7" prepared by Power Systems Design dated December 7, 2022; (c) four (4) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 7" prepared by Power Systems Design dated November 30, 2022; and (d) thirty-two (32) sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Village 7 – Rangewood", prepared by FORMA, dated November 27, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0024 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0037 (the "**Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 31, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), *(a) sixteen (16) sheets of improvement plans entitled "Rangewood, Tract 4135, Village 7, Tracy Hills Phase 2A" prepared by Ruggeri-*

Jensen-Azar dated October 14, 2022; (b) five (5) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 7" prepared by Power Systems Design dated October 17, 2022 and (c) four (4) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 7" prepared by Power Systems Design dated October 18, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $2,950,929.00, a Labor and Material Bond in the amount of $2,950,929.00, a Warranty Bond in the amount of $295,093.00, *and a Monumentation Bond in the amount of $24,125.00* all dated November 11, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,940,583.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,940,583.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$294,058.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$24,125.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 2, L.P.,
a Delaware Limited Partnership

By: Essential Housing Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager

Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

Signature: Debra Levine (Seal)

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson the Manager of Essential Housing Asset Management, LLC an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CAZ, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 97, LOTS A, B AND C, AND ALL OF KESTER WAY, JOSHUA STREET, GALIEN COURT, HOLLAND STREET, HULLUM PLACE, WHITE HART AVENUE, AND PUNJYA BROTHERS DRIVE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4135, TRACY HILLS VILLAGE 7, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location

TRACT NO. 4135
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7

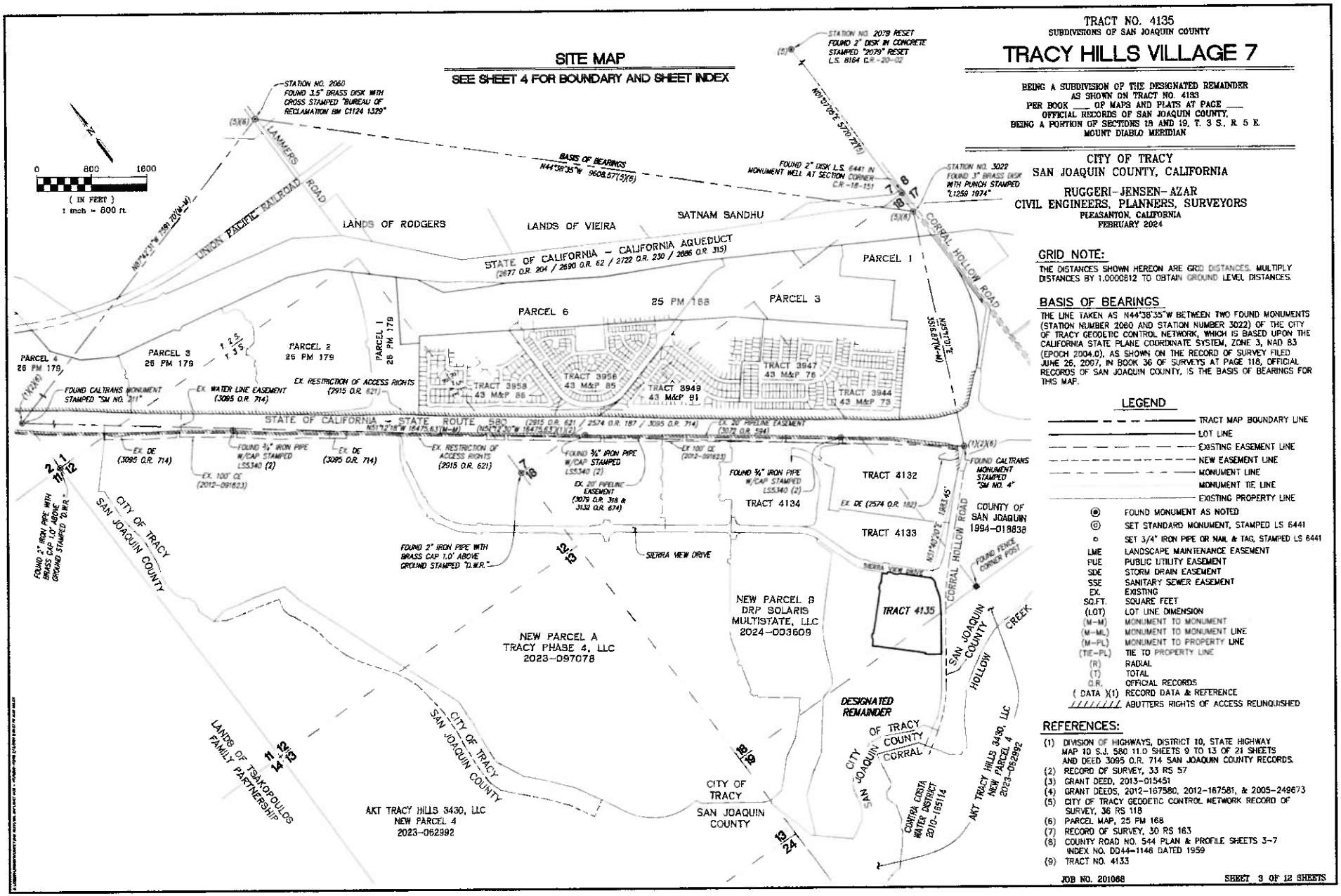
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4133
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000812 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
———	MONUMENT LINE
	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
//////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. D044-1146 DATED 1959
(9) TRACT NO. 4133

EXHIBIT C-4

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 4CD3035F-9AFC-488B-B4DF-D9F13E337EDC

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4135 - TRACY HILLS VILLAGE 7

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4135, Tracy Hills Village 7 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0024 and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) sixteen (16) sheets of improvement plans entitled "Rangewood, Tract 4135, Village 7, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) five (5) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 7" prepared by Power Systems Design and (c) four (4) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 7" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

City of Tracy – Subdivision Improvement Agreement
Tract 4136, Tracy Hills Village 8

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4136 - Tracy Hills Village 8

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter '**Developer**'). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4136 - Tracy Hills Village 8, and being more particularly described in ***Exhibit " A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 2, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4136 - Tracy Hills Village 8 (the "**Final Subdivision Map**"), consisting of 89 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 29.3+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4136 - Tracy Hills Village 8. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) twelve (12) sheets of improvement plans entitled "Improvement Plans – Ridgerton - Tract 4136 - Village 8 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) five (5) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 8" prepared by Power Systems Design dated December, 12, 2022; (c) four (4) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 8" prepared by Power Systems Design dated December 12, 2022; and (d) thirty (30) sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 8 Ridgerton," prepared by FORMA, dated November 27, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0025 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0040 (the "**Landscape Plans**"), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 31, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), (a) twelve (12) sheets of improvement plans entitled "Ridgerton, Tract 4136, Village 8, Tracy Hills Phase 2A" prepared by Ruggeri-

Jensen-Azar dated September 26, 2022; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 8" prepared by Power Systems Design dated August 10, 2022 and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 8" prepared by Power Systems Design dated August 22, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $2,449,244.00, a Labor and Material Bond in the amount of $2,449,244.00, a Warranty Bond in the amount of $244,924.00, *and a Monumentation Bond in the amount of $20,875.00* all dated November 10, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,434,907.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,434,907.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$243,491.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$20,875.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 2, L.P. c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 2, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager

Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, 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/~~the~~y executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Debra Levine (Seal)

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 89, LOTS A AND B, AND ALL OF WHITE HART AVENUE, PUNJYA BROTHERS DRIVE, ALTHORP LANE, CHAUNCY STREET, DAPPER STREET, AND FROST STREET AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4136, TRACY HILLS VILLAGE 8, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location

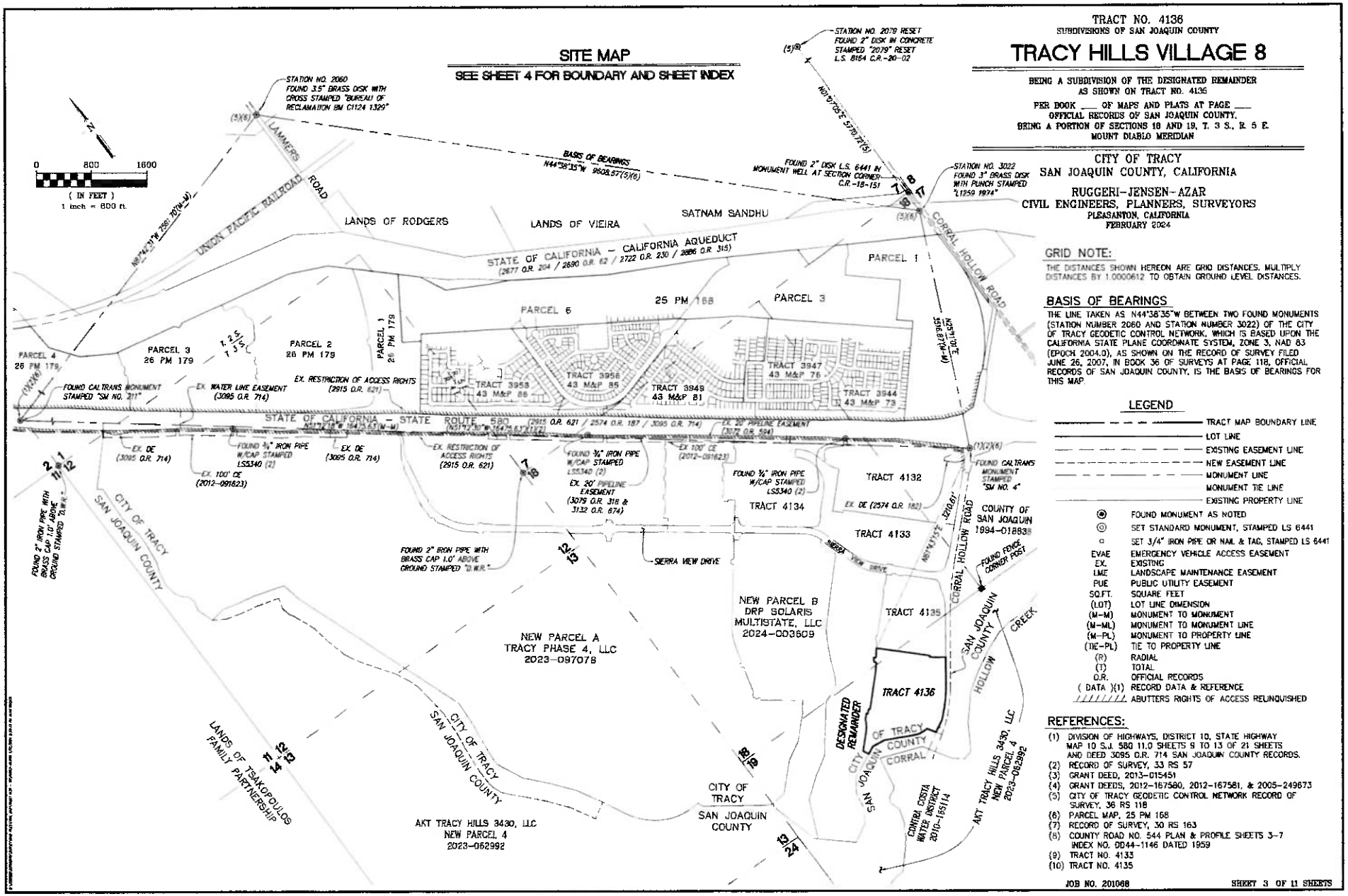

SITE MAP
SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX
TRACT NO. 4136
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 8
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BRING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024
GRID NOTE:
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.
BASIS OF BEARINGS
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.
LEGEND
TRACT MAP BOUNDARY LINE
LOT LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
MONUMENT LINE
MONUMENT TIE LINE
EXISTING PROPERTY LINE
FOUND MONUMENT AS NOTED
SET STANDARD MONUMENT, STAMPED LS 6441
SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
EVAE EMERGENCY VEHICLE ACCESS EASEMENT
EX. EXISTING
LME LANDSCAPE MAINTENANCE EASEMENT
PUE PUBLIC UTILITY EASEMENT
SQ.FT. SQUARE FEET
(LOT) LOT LINE DIMENSION
(M-M) MONUMENT TO MONUMENT
(M-ML) MONUMENT TO MONUMENT LINE
(M-PL) MONUMENT TO PROPERTY LINE
(TIE-PL) TIE TO PROPERTY LINE
(R) RADIAL
(T) TOTAL
O.R. OFFICIAL RECORDS
(DATA)(1) RECORD DATA & REFERENCE
ABUTTERS RIGHTS OF ACCESS RELINQUISHED
REFERENCES:
(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. 0044-1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4135
JOB NO. 201068
SHEET 3 OF 11 SHEETS
STATION NO. 2060 FOUND 3.5" BRASS DISK WITH CROSS STAMPED "BUREAU OF RECLAMATION BM C1124 1329"
STATION NO. 2079 RESET FOUND 2" DISK IN CONCRETE STAMPED "2079" RESET L.S. 8164 C.R.-20-02
STATION NO. 3022 FOUND 3" BRASS DISK WITH PUNCH STAMPED "L1259 1974"
FOUND 2" DISK L.S. 6441 IN MONUMENT WELL AT SECTION CORNER C.R.-18-151
BASIS OF BEARINGS N44°38'35"W 9808.57'(5)(6)
N01°57'05"E 5770.72'(5)
N27°41'21"W 2681.70'(M-M)
N27°41'10"E 3516.81'(M-M)
UNION PACIFIC RAILROAD
LAMMERS ROAD
CORRAL HOLLOW ROAD
LANDS OF RODGERS
LANDS OF VIEIRA
SATNAM SANDHU
STATE OF CALIFORNIA - CALIFORNIA AQUEDUCT (2677 O.R. 204 / 2690 O.R. 62 / 2722 O.R. 230 / 2696 O.R. 315)
PARCEL 1
PARCEL 3
PARCEL 6
25 PM 168
PARCEL 4 26 PM 179
PARCEL 3 26 PM 179
PARCEL 2 26 PM 179
PARCEL 1 26 PM 179
TRACT 3956 43 M&P 85
TRACT 3958 43 M&P 86
TRACT 3948 43 M&P 81
TRACT 3947 43 M&P 76
TRACT 3944 43 M&P 73
FOUND CALTRANS MONUMENT STAMPED "SM NO. 211"
EX. WATER LINE EASEMENT (3095 O.R. 714)
EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)
STATE OF CALIFORNIA - STATE ROUTE 580 (2915 O.R. 621 / 2574 O.R. 187 / 3095 O.R. 714)
EX. 20' PIPELINE EASEMENT (3079 O.R. 324)
EX. DE (3095 O.R. 714)
FOUND ¾" IRON PIPE W/CAP STAMPED LS5340 (2)
EX. 100' DE (2012-091623)
EX. 20' PIPELINE EASEMENT (3079 O.R. 316 & 3132 O.R. 674)
FOUND 2" IRON PIPE WITH BRASS CAP 1.0' ABOVE GROUND STAMPED "D.W.R."
SIERRA VIEW DRIVE
TRACT 4132
TRACT 4134
TRACT 4133
TRACT 4135
TRACT 4136
EX. DE (2574 O.R. 182)
FOUND CALTRANS MONUMENT STAMPED "SM NO. 4"
COUNTY OF SAN JOAQUIN 1994-018838
FOUND FENCE CORNER POST
NEW PARCEL B DRP SOLARIS MULTISTATE, LLC 2024-003609
NEW PARCEL A TRACY PHASE 4, LLC 2023-097078
DESIGNATED REMAINDER
CITY OF TRACY
SAN JOAQUIN COUNTY
CORRAL HOLLOW CREEK
CONTRA COSTA WATER DISTRICT 2010-166114
AKT TRACY HILLS 3430, LLC NEW PARCEL 4 2023-062992
LANDS OF TSAKOPOULOS FAMILY PARTNERSHIP
CITY OF TRACY
SAN JOAQUIN COUNTY
0 800 1600
(IN FEET)
1 inch = 800 ft.

EXHIBIT C-5

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 4CD3035F-9AFC-488B-B4DF-D9F13E337EDC

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4136 - TRACY HILLS VILLAGE 8

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4136, Tracy Hills Village 8 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0025 and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) twelve (12) sheets of improvement plans entitled "Ridgerton, Tract 4136, Village 8, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 8" prepared by Power Systems Design and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 8" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

City of Tracy – Subdivision Improvement Agreement
Tract 4137, Tracy Hills Village 9

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4137 - Tracy Hills Village 9

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter **Developer**). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4137 - Tracy Hills Village 9 and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**") AG EHC II (LEN) CA 2, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4137 - Tracy Hills Village 9 (the **Final Subdivision Map**), consisting of 69 single-family residential lots, and other parcels to be owned by a Homeowners Association, all to be located on approximately 34.5+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4137 - Tracy Hills Village 9. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) twelve (12) sheets of improvement plans entitled "Improvement Plans – Rockingham - Tract 4137 - Village 9 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) five (5) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 9" prepared by Power Systems Design dated December 7, 2022; (c) four (4) sheets of street light plans entitled "Street Lighting Plan Set Tracy Hills - Village 9" prepared by Power Systems Design dated December 1, 2022; and (d) twenty six (26) sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 9 Rockingham", prepared by FORMA, dated* November 27, 2023. The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0027 and the landscape plans are on file with the City Engineer under Tracking No. ENG23-0005 (the **Landscape Plans**), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 31, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the **Submitted Plans and Specifications**), *(a) twelve (12) sheets of improvement plans entitled "Rockingham, Tract 4137, Village 9, Tracy Hills Phase 2A" prepared by Ruggeri-*

Jensen-Azar dated October 14, 2022; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 9" prepared by Power Systems Design dated August 31, 2022 and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 9" prepared by Power Systems Design dated October 4, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $1,92,060,00, a Labor and Material dated Bond in the amount of $1,920,060.00 a Warranty Bond in the amount of $192,006.00, *and a Monumentation Bond in the amount of $30,125.00* all dated November 10, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developers expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,110,510.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,110,510.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$211,051.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$30,125.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance

coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1)actual receipt at the email address designated above, or (2)two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in ExhibitA and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 2, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager
Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

Signature: Debra Levine (Seal)

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson. the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA2, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 69, LOTS A, B, C, D, E, F, AND G, AND ALL OF ALTHORP LANE, FROST STREET, LAMPLIGHT DRIVE, LAMPLIGHT COURT, FLOYD GLENN WISE DRIVE, AND FLOYD GLENN WISE COURT AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4137, TRACY HILLS VILLAGE 9, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location

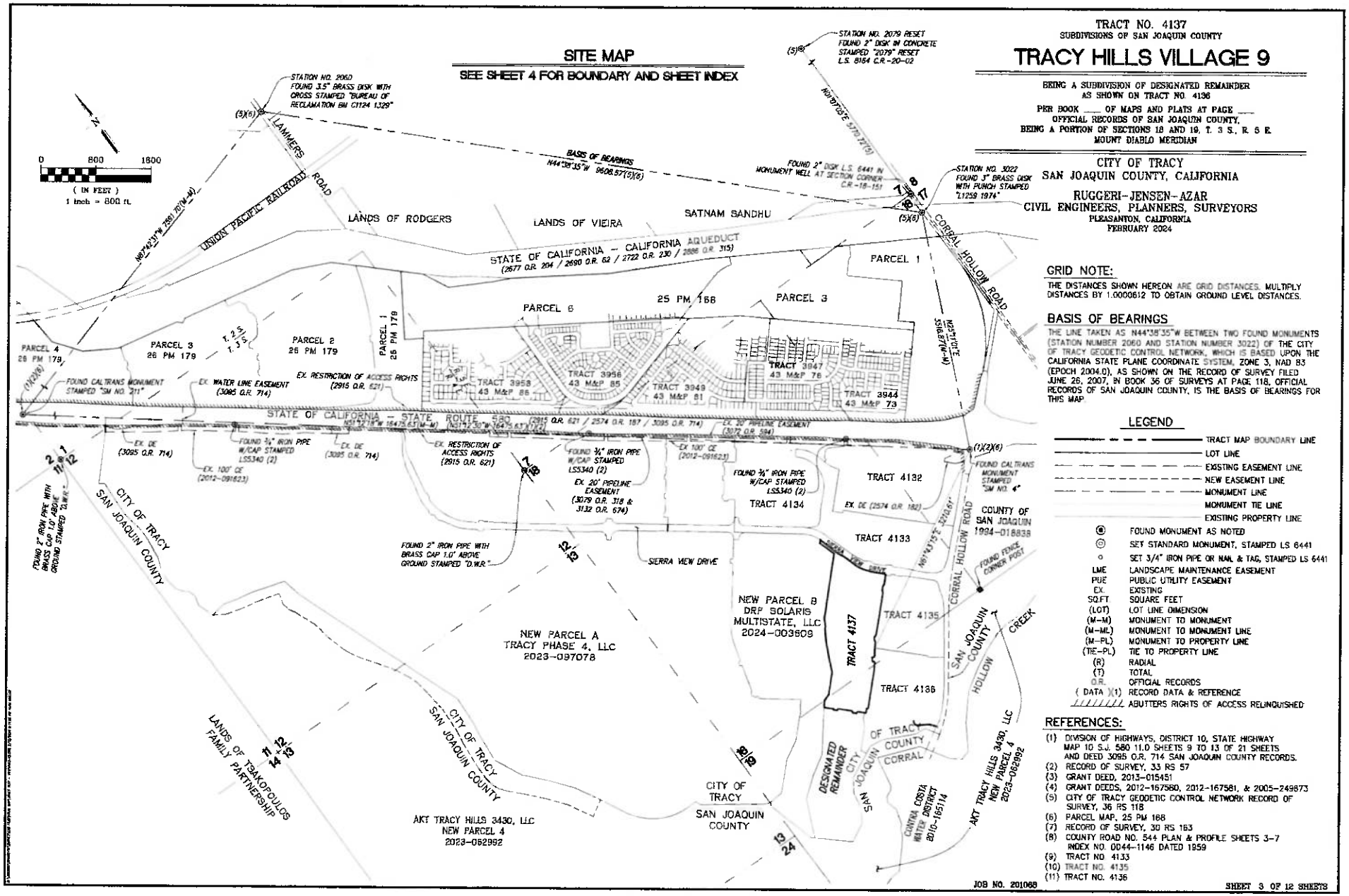

SITE MAP
SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX
TRACT NO. 4137
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 9
BEING A SUBDIVISION OF DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 AND 19, T. 3 S., R. 6 E.
MOUNT DIABLO MERIDIAN
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024
GRID NOTE:
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.
BASIS OF BEARINGS
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.
LEGEND
TRACT MAP BOUNDARY LINE
LOT LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
MONUMENT LINE
MONUMENT TIE LINE
EXISTING PROPERTY LINE
FOUND MONUMENT AS NOTED
SET STANDARD MONUMENT, STAMPED LS 6441
SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME LANDSCAPE MAINTENANCE EASEMENT
PUE PUBLIC UTILITY EASEMENT
EX. EXISTING
SQ.FT. SQUARE FEET
(LOT) LOT LINE DIMENSION
(M-M) MONUMENT TO MONUMENT
(M-ML) MONUMENT TO MONUMENT LINE
(M-PL) MONUMENT TO PROPERTY LINE
(TIE-PL) TIE TO PROPERTY LINE
(R) RADIAL
(T) TOTAL
O.R. OFFICIAL RECORDS
(DATA)(1) RECORD DATA & REFERENCE
ABUTTERS RIGHTS OF ACCESS RELINQUISHED
REFERENCES:
(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167560, 2012-167581, & 2005-249873
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. 0044-1146 DATED 1959
(9) TRACT NO. 4133
(10) TRACT NO. 4135
(11) TRACT NO. 4136
JOB NO. 201068
SHEET 3 OF 12 SHEETS
STATION NO. 2060 FOUND 3.5" BRASS DISK WITH CROSS STAMPED "BUREAU OF RECLAMATION BM C1124 1329"
STATION NO. 2079 RESET FOUND 2" DISK IN CONCRETE STAMPED "2079" RESET L.S. 8184 C.R.-20-02
STATION NO. 3022 FOUND 3" BRASS DISK WITH PUNCH STAMPED "L1259 1974"
FOUND 2" DISK L.S. 6441 IN MONUMENT WELL AT SECTION CORNER C.R.-18-151
BASIS OF BEARINGS N44°38'35"W 9606.57'(5)(6)
N30°30'25"E 5370.72'(5)
N87°42'17"W 2501.20'(M-M)
LAMMERS ROAD
UNION PACIFIC RAILROAD
LANDS OF RODGERS
LANDS OF VIEIRA
SATNAM SANDHU
CORRAL HOLLOW ROAD
STATE OF CALIFORNIA - CALIFORNIA AQUEDUCT (2677 O.R. 204 / 2690 O.R. 62 / 2722 O.R. 230 / 2886 O.R. 315)
PARCEL 1
PARCEL 2 25 PM 179
PARCEL 3 25 PM 179
PARCEL 4 25 PM 179
PARCEL 1 25 PM 179
PARCEL 6
25 PM 168
PARCEL 3
T. 2 S. / T. 3 S.
TRACT 3958 43 M&P 86
TRACT 3956 43 M&P 85
TRACT 3949 43 M&P 81
TRACT 3947 43 M&P 76
TRACT 3944 43 M&P 73
FOUND CALTRANS MONUMENT STAMPED "SM NO. 211"
EX. WATER LINE EASEMENT (3095 O.R. 714)
EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)
STATE OF CALIFORNIA - STATE ROUTE 580 (2915 O.R. 621 / 2574 O.R. 187 / 3095 O.R. 714)
EX. 20' PIPELINE EASEMENT (3079 O.R. 594)
EX. DE (3095 O.R. 714)
FOUND 3/4" IRON PIPE W/CAP STAMPED LS5340 (2)
EX. 100' DE (2012-091623)
EX. 20' PIPELINE EASEMENT (3079 O.R. 318 & 3132 O.R. 674)
FOUND 2" IRON PIPE WITH BRASS CAP 1.0' ABOVE GROUND STAMPED "D.W.R."
SIERRA VIEW DRIVE
FOUND CALTRANS MONUMENT STAMPED "SM NO. 4"
EX. DE (2574 O.R. 182)
TRACT 4132
TRACT 4133
TRACT 4134
TRACT 4135
TRACT 4136
TRACT 4137
COUNTY OF SAN JOAQUIN 1994-018838
FOUND FENCE CORNER POST
NEW PARCEL A TRACY PHASE 4, LLC 2023-097078
NEW PARCEL B DRP SOLARIS MULTISTATE, LLC 2024-003809
CITY OF TRACY SAN JOAQUIN COUNTY
LANDS OF T3AKOPOULOS FAMILY PARTNERSHIP
AKT TRACY HILLS 3430, LLC NEW PARCEL 4 2023-062992
DESIGNATED REMAINDER
CITY OF TRACY SAN JOAQUIN COUNTY
CORRAL HOLLOW CREEK
CENTRAL COSTA WATER DISTRICT 2010-165114
0 800 1600
(IN FEET)
1 inch = 800 ft.

EXHIBIT C-6

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 722C7AAD-10C4-48F2-84B3-82B0E1914906

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4137 - TRACY HILLS VILLAGE 9

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4137, Tracy Hills Village 9 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0027 and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) twelve (12) sheets of improvement plans entitled "Rockingham, Tract 4137, Village 9, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 9" prepared by Power Systems Design and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 9" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4138 - Tracy Hills Village 10

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4138 - Tracy Hills Village 10, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter **"Project"**). AG EHC II (LEN) CA 2, L.P. is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4138 - Tracy Hills Village 10 (the "**Final Subdivision Map**"), consisting of 86 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 27.3+/- acres within the boundaries of the Project. Exhibit "B" shows the overall Project area and the location of the Final Subdivision Map for Tract 4138 - Tracy Hills Village 10. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a)fourteen (14)sheets of improvement plans entitled "Improvement Plans – Slateshire - Tract 4138- Village 10 Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated February 22, 2024; (b) six (6) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 10" prepared by Power Systems Design dated December 19, 2022; (c) five (5) sheets of street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 10" prepared by Power Systems Design dated December 19, 2022; and (d)thirty-two (32)sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Villages 10 Slateshire," prepared by FORMA, dated November 27, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG22-0031 and the landscape plans are on file with the City Engineer under Tracking No. ENG23-0006 (the **Landscape Plans**), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 31, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), *(a) fourteen (14) sheets of improvement plans*

entitled "Slateshire, Tract 4138, Village 10, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar dated October 14, 2022; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 10" prepared by Power Systems Design dated September 12, 2022 and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 10" prepared by Power Systems Design dated October 6, 2022, at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $2,328,720.00, a Labor and Material Bond in the amount of $2,328,720.00 a Warranty Bond in the amount of $232,872.00, *and a Monumentation Bond in the amount of $40,625.00* all dated November 4, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all of the Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$2,632,759.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$2,632,759.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$263,276.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$40,625.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance

coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing

operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the

completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year

after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 2, L.P. c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. IIA Excerpt (Recital F.)
D. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: May 10, 2024

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 2, L.P. a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

By: Steven S. Benson
Title: Manager
Date: 5/9/24

[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 Contra Costa

On this 10th day of May, 2024 before me, Debra Levine,
Notary Public, personally appeared Bridgit Koller,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBRA LEVINE
Notary Public - California
Contra Costa County
Commission # 2399065
My Comm. Expires Mar 30, 2026

Signature: Debra Levine (Seal)

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 9th day of May, 2024, by means of physical presence, by Steven S. Benson the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AGEHC II (LEN) CA2, L.P., a Delaware limited partnership, for and on behalf thereof.

WENDY STOECKEL
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 660645
My Comm. Exp. Jan. 14, 2028

(SEAL)

Wendy Stoeckel
Notary Public

EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 86, LOTS A, B, C, AND D, AND ALL OF LAMPLIGHT DRIVE, FLOYD GLENN WISE DRIVE, LAYLA WAY, AND MOSS WAY AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4138, TRACY HILLS VILLAGE 10, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT "B"
Tract Location

TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4137

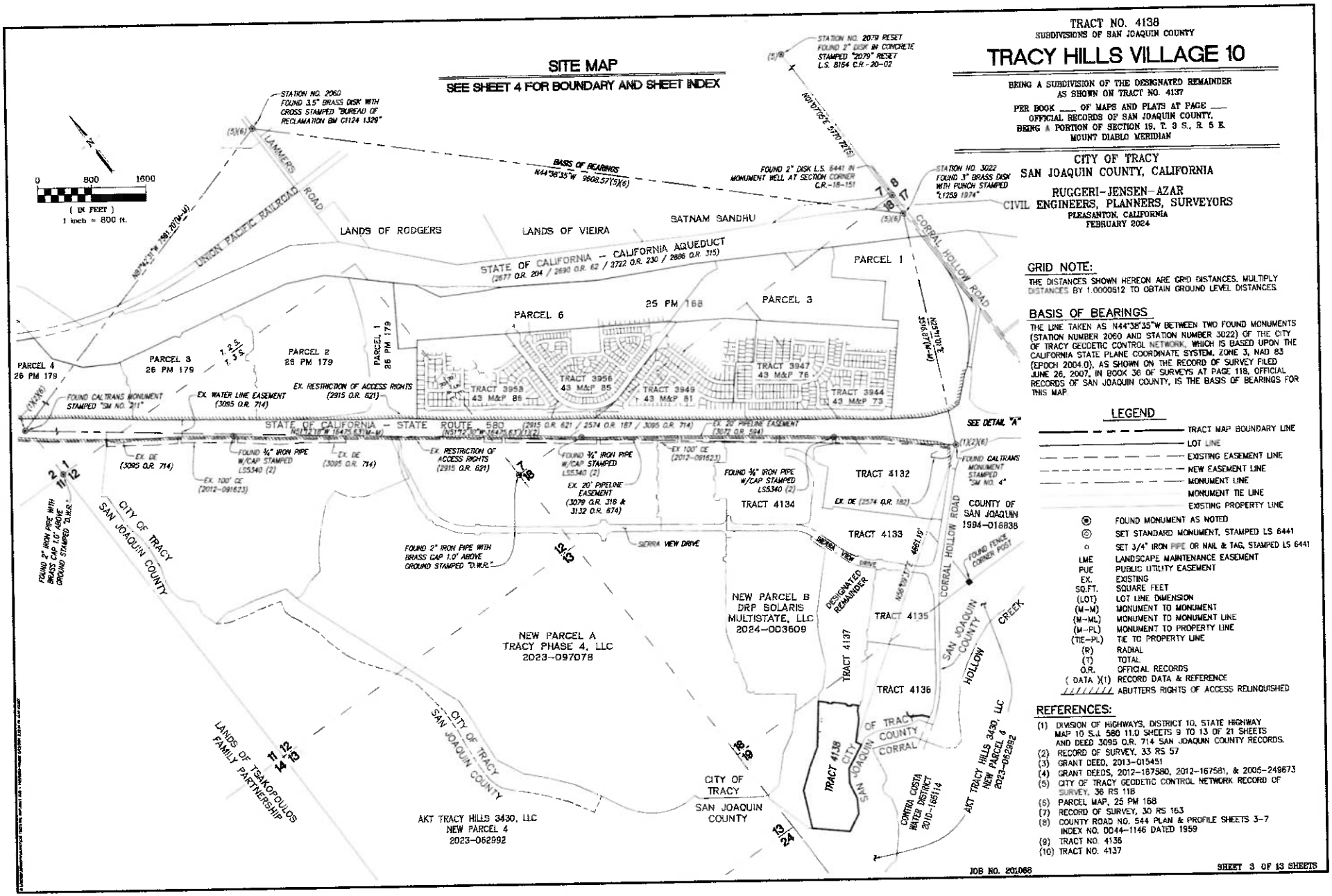
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2024

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000512 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
⊙	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-187580, 2012-187581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. 0044-1146 DATED 1959
(9) TRACT NO. 4136
(10) TRACT NO. 4137

JOB NO. 201068

EXHIBIT C-7

Exhibit "C"
First Page of IIA

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City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4138 - TRACY HILLS VILLAGE 10

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is currently the owner of the real property that is the subject of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**"), and more particularly depicted in Exhibit "**A**", attached and incorporated herein by its reference ("**Property**").

B. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

D. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4138, Tracy Hills Village 10 (the "**Final Map**"). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0031 and incorporated herein by reference. The term **"Partially Approved Submitted Plans and Specifications"** includes: (a) fourteen (14) sheets of improvement plans entitled "Slateshire, Tract 4138, Village 10, Tracy Hills Phase 2A" prepared by Ruggeri-Jensen-Azar; (b) four (4) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 10" prepared by Power Systems Design and (c) three (3) sheets of street light plans titled "Street Lighting Plan Set, Tracy Hills, Village 10" prepared by Power Systems Design.

EXHIBIT "D"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

D-1 Previously Approved at 6.18.2024 Council Meeting

Subdivision Improvement Agreement- 1st Neighborhood Park of Phase 2

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 2nd Park

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - 2nd Park

This **CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - 2nd Park** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City"), and **LENNAR HOMES OF CALIFORNIA, LLC.**, a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tract 4134 – Villages 5 and 6 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. AG EHC II (LEN) CA, 1, L.P., is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved

by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. The Developer has applied to the City for approval of a Final Map based upon the approved Tentative Map to, among other things, enable the Developer to finance public improvements required to serve the development set forth in the approved Tracy Hills Specific Plan (the "**Project**").

F. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4134 - Tracy Hills Villages 5-6 (the "Final Subdivision Map"), consisting of 131 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 39.6 +/- acres within the boundaries of the Project. Exhibit "B" shows the overall Project area and the location of the Final Subdivision Map for Tract 4134 - Tracy Hills Villages 5 and 6. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

G. Specifically, pursuant to Condition B.10.b, the second neighborhood park within Phase 2 ("**2nd Park**", designated as Lot G on the Tentative Map and Lot A on the Final Subdivision Map) is required to be commenced by the issuance of the 500th building permit in Phase 2 (the "**Trigger Event**"). Condition C.2.9.2 requires Developer and City enter into an agreement to be recorded against the property stipulating this time prior to recordation of the first Final Map in Phase 2. This Agreement is entered into in satisfaction of Conditions B.10.b and C.2.9.2.

H. Because approved plans for 2nd Park are not available prior to approval of the Final Subdivision Map, Developer has provided to City an initial engineer's estimate of the cost of developing 2nd Park and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within 2nd Park and recent cost information provided in connection with development of parks in the Tracy Hills development.

I. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition B10.b, as set forth below.

J. The final plans for the outstanding work have not been approved as of the Effective Date. Prior to but no later than the occurrence of the Trigger Event, Developer shall submit improvement plans and specifications relating to 2nd Park, which, upon approval by the City Engineer, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

K. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Confirmation of Obligation and Posting of Security Prior to Trigger Event.

1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $2,150,565.00 to secure faithful performance and $215,056.00 to secure warranty of this Agreement. The security shall be due and payable if construction of 2nd Park has not commenced within the time provided in Section 2.

1.2. **Establishment Of Time For Commencement.** Prior to the issuance of the 500th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of 2nd Park.

1.3. **Withholding of Building Permits for Failure to Commence Construction**. In the event Developer has not Commenced Construction of 2nd Park prior to the issuance of the 500th building permit that allows construction of a dwelling, not including plumbing only permits, the City may withhold issuance of any additional building permits unless and until Developer commences construction of 2nd Park

2. Subdivision Improvement Agreement.

2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work

shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within 60 days after Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code

Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.21, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.21, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 1.2, impose the remedies described in Section 1.3.

2.12.3.5. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access

to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees and Fee Credits**. Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time. Developer shall pay all fees due to City in connection with the Work,

2.17.1. **Neighborhood Park Development Impact Fee Credits**. Upon submission of the improvement security required by Section 2.8, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for 263 single-family residential lots, based upon a neighborhood park area of 2.6 acres, see Exhibit "B". Developer is responsible for paying the neighborhood park program management fee.

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "C"** attached hereto includes the initial contact information referenced in this Section 2.19.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during

the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA, 1, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager stevenbenson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Fee Credits (Section 2.18.)

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President
Date: 5/20/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal Patel

Title: City Attorney
Date: _____

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG EHC II (LEN) CA 1, L.P.,
a Delaware Limited Partnership

By: Essential Housing Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent

By: Steven S. Benson
Title: manager

Date: 5/16/24

[ATTACHED]

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 16 day of May, 2024, by ~~Wendy Stoeckel~~ Steven J. Benson, the ~~Authorized Representative~~ Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

Notary Public

(Seal)

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

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 Contra Costa

On this 20 day of May, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

EXHIBIT A
(Property Description)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 131, LOTS A, B, C, D, E, F, AND G, AND ALL OF OLD LARKS LANE, JONAH STREET, NATION WAY, KISMET STREET, PENELOPE STREET, OSCAR DRIVE, RABINO AVENUE, ULSTER AVENUE, LINDEN AVENUE, STANEK AVENUE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4134, TRACY HILLS VILLAGES 5 & 6, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

EXHIBIT B
(Fee Credits)

Neighborhood Park	Lot	Location	Acres	Number of SFDUs[1]
1	M	Village 8 Tract 4136	5.76	582
2	G	Village 5/6 Tract 4134	2.60	263
3	P	Village 15 Tract 4057	3.34	337
4	Q	Village 16 Tract 4057	3.71	375
		Total	15.41	1,557

Notes:
1) Based on the current Parks Master Plan of 3 acres of neighborhood parks per 1,000 residents and a density of 3.3 residents per single family dwelling unit.

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 3rd Park

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - 3rd Park

This **CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - 3rd Park** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC.,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as the Tracy Hills Phase 4 ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC, is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved

by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Specifically, pursuant to Condition B.10.c, the third neighborhood park within Phase 2 ("**3rd Park**", designated as Lot Q on the Tentative Map) is required to be commenced by the issuance of the 976th building permit in Phase 2 (the "**Trigger Event**"). Condition C.2.9.2 requires Developer and City enter into an agreement to be recorded against the property stipulating this time prior to recordation of the first Final Map in Phase 2. This Agreement is entered into in satisfaction of Conditions B.10.c and C.2.9.2.

F. Because approved plans for 3rd Park are not available prior to approval of the first Phase 2 Final Map, Developer has provided to City an initial engineer's estimate of the cost of developing 3rd Park and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within 3rd Park and recent cost information provided in connection with development of parks in the Tracy Hills development.

G. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition B10.c, as set forth below.

H. The final plans for the outstanding work have not been approved as of the Effective Date. Prior to but no later than the occurrence of the Trigger Event, Developer shall submit improvement plans and specifications relating to 3rd Park, which, upon approval by the City Engineer, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

I. Because Developer seeks to obtain City Council approval of the first Final Map in Phase 2 and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event.**

   1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $2,423,032.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of 3rd Park has not commenced within the time provided in Section 2.

   1.2. **Establishment Of Time For Commencement.** Prior to the issuance of the 976th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of 3rd Park.

   1.3. **Withholding of Building Permits for Failure to Commence Construction**. In the event Developer has not Commenced Construction of 3rd Park prior to the issuance of the 976th building permit that allows construction of a dwelling, not including plumbing only permits, the City may withhold issuance of any additional building permits unless and until Developer commences construction of 3rd Park

2. **Subdivision Improvement Agreement**.

   2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

   2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

   2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten

(10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate**").

2.5. **Commencement of Work.** Work shall begin within 60 days after Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.21, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.21, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that

insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be

considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 1.2, impose the remedies described in Section 1.3.

2.12.3.5. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees and Fee Credits**. Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time. Developer shall pay all fees due to City in connection with the Work,

2.17.1. **Neighborhood Park Development Impact Fee Credits**. Upon submission of the improvement security required by Section 2.8, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for 337 single-family residential lots, based upon a neighborhood park area of 3.34 acres, see Exhibit "B". Developer is responsible for paying the neighborhood park program management fee.

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 2.19.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Fee Credits (Section 2.18.)

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President
Date: 5/20/24

Attest:

By: Adrianne Richardson

Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal Patel

Title: City Attorney

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: James Broderick

Its: Authorized Representative

[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 ORANGE

On this 16th day of May, 2024 before me, Anne Nguyen, Notary Public, personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

Signature: _____ (Seal)

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 Contra Costa

On this 20 day of May, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 3rd Park

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

EXHIBIT B
(Fee Credits)

Neighborhood Park	Lot	Location	Acres	Number of SFDUs[1]
1	M	Village 8 Tract 4136	5.76	582
2	G	Village 5/6 Tract 4134	2.60	263
3	P	Village 15 Tract 4057	3.34	337
4	Q	Village 16 Tract 4057	3.71	375
		Total	15.41	1,557

Notes:

1) Based on the current Parks Master Plan of 3 acres of neighborhood parks per 1,000 residents and a density of 3.3 residents per single family dwelling unit.

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 3rd Park

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 4th Park

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - 4th Park

This **CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - 4th Park** (hereinafter "**Agreement**") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC.,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as hereinafter Tracy Hills Phase 4 ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved

by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Specifically, pursuant to Condition B.10.d, the fourth neighborhood park within Phase 2 ("**4th Park**", designated as Lot P on the Tentative Map) is required to be commenced by the issuance of the 1,226th building permit in Phase 2 (the "**Trigger Event**"). Condition C.2.9.2 requires Developer and City enter into an agreement to be recorded against the property stipulating this time prior to recordation of the first Final Map in Phase 2. This Agreement is entered into in satisfaction of Conditions B.10.d and C.2.9.2.

F. Because approved plans for 4th Park are not available prior to approval of the first Phase 2 Final Map, Developer has provided to City an initial engineer's estimate of the cost of developing 4th Park and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within 4th Park and recent cost information provided in connection with development of parks in the Tracy Hills development.

G. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition B10.d, as set forth below.

H. The final plans for the outstanding work have not been approved as of the Effective Date. Prior to but no later than the occurrence of the Trigger Event, Developer shall submit improvement plans and specifications relating to 4th Park, which, upon approval by the City Engineer, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

I. Because Developer seeks to obtain City Council approval of the first Final Map in Phase 2 and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event.**

   1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $2,239,337.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of 4th Park has not commenced within the time provided in Section 2.

   1.2. **Establishment Of Time For Commencement.** Prior to the issuance of the 1,226th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of 4th Park.

   1.3. **Withholding of Building Permits for Failure to Commence Construction**. In the event Developer has not Commenced Construction of 4th Park prior to the issuance of the 1,226th building permit that allows construction of a dwelling, not including plumbing only permits, the City may withhold issuance of any additional building permits unless and until Developer commences construction of 4th Park

2. **Subdivision Improvement Agreement**.

   2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

   2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

   2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within 60 days after Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall

have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.21, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.21, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate.

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance

Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 1.2, impose the remedies described in Section 1.3.

2.12.3.5. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees and Fee Credits**. Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the project

pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time. Developer shall pay all fees due to City in connection with the Work,

2.17.1. **Neighborhood Park Development Impact Fee Credits.** Upon submission of the improvement security required by Section 2.8, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for 375 single-family residential lots, based upon a neighborhood park area of 3.71 acres. Developer is responsible for paying the neighborhood park program management fee, see Exhibit "B".

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 2.19.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583

Attn: City Engineer notice@cityoftracy.org	Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all

local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Fee Credits (Section 2.18.)

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land**. All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

_____

By: Bridgit Koller
Title: Vice President
Date: 5/20/24

Attest:

_____

By: Adrianne Richardson

Title: City Clerk

Date: _____

Approved As To Form:

_____

By: Bijal Patel

Title: City Attorney
Date: _____

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 4th Park

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: James Broderick

Its: Authorized Representative

[ATTACHED]

CITY OF TRACY, CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 - 4th Park

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 ORANGE

On this 16th day of May, 20 24 before me, Anne Nguyen, Notary Public, personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

Signature: _____ (Seal)

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 Contra Costa

On this 20 day of May, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

EXHIBIT B
(Fee Credits)

Neighborhood Park	Lot	Location	Acres	Number of SFDUs[1]
1	M	Village 8 Tract 4136	5.76	582
2	G	Village 5/6 Tract 4134	2.60	263
3	P	Village 15 Tract 4057	3.34	337
4	Q	Village 16 Tract 4057	3.71	375
		Total	15.41	1,557

Notes:

1) Based on the current Parks Master Plan of 3 acres of neighborhood parks per 1,000 residents and a density of 3.3 residents per single family dwelling unit.

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

This **OFFSITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is a party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4133 - Tracy Hills Villages 2-3, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P., are land banks holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consent to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map

includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract *4133 - Tracy Hills Village 2 and 3 (the "**Final Subdivision Map**"). Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.*

E. Pursuant to the Conditions of Approval, Developer is required to construct the public roadway improvements knows as the Corral Hollow Road, generally extending from I- 580 to southern City Limits, as more particularly depicted in ***Exhibit "B"***.

F. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) seventeen (17) sheets of improvement plans entitled "Corral Hollow Road Widening Phase 2 Frontage" prepared by Ruggeri-Jensen- Azar dated February 7, 2023; and (d) forty-eight (48) sheets of landscape construction drawings entitled "Corral Hollow Road R.O.W. Landscape Improvement Plans", prepared by FORMA, dated February 22, 2024.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG 22-0006 and the landscape plans are on file with the City Engineer under Tracking No. ENG 22-0030 (the "**Landscape Plans**"), all incorporated herein by reference.

G. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement last dated on January 30, 2023 (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to

commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and Specifications**"), at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

a. "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

H. As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $3,898,412.00, a Labor and Material Bond in the amount of $3,898,412.00, a Warranty Bond in the amount of $389,841.00, *and a Monumentation Bond in the amount of $6,750.00* all dated January 27, 2023, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

K. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications,

to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision

Map Act including Government Code Sections 66499 *et seq.* and Tracy Municipal Code Section 12.36.080, in the following amounts:

3.1 **Faithful Performance** security in the amount of **$5,105,155.00** to secure faithful performance of this Agreement.

3.2 **Labor and Material** security in the amount of **$5,105,155.00** to secure payment by Developer to laborers and materialmen.

3.3 **Warranty** security in the amount of **$510,515.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

3.4 **Monumentation** security in the amount of **$10,500.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement.

These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing

endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent,

or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. Developer shall be entitled to fee credits consistent with Section 3.3 of that certain Development Agreement by and between the City of Tracy and the Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, adopted by City of Tracy Ordinance No. 1213 and recorded in the Official Records of San Joaquin County on June 9, 2016, as Document Number 2016-066658, as may be amended from time to time (the "DA"), and as provided in greater detail in the Finance and Implementation Plan for the Tracy Hills Specific Plan pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

11.1 **FEE CREDITS**. Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive [e.g., roadway fee] credits (**Exhibit "D"**) in the amount of **$1,967,879.11**.

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf.

Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "E"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

    16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be

personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Offsite Improvement Location (Recital E.)
C. IIA Excerpt (Recital F.)
D. Fee Credits Worksheet
E. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 5/24/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

Steven S. Benson

By: Steven S. Benson
Title: Manager

Date: 5/21/24

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of May, 2024, by means of physical presence, by Steven S. Benson. the manager of Essential Housing Asset Management, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

(SEAL)

Jaime Marie Adams
Notary Public

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

AG EHC II (LEN) CA 2, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

Steven S. Benson

By: Steven S. Benson
Title: Manager

Date: 5/16/24

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 16 day of May, 2024, by means of physical presence, by Steven J. Beason, the Manager of Essential Housing Asset Management, Authorized Agent of AG EHC II (LEN) CA2, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA2, L.P., a Delaware limited partnership, for and on behalf thereof.

(SEAL)

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

Jaime Marie Adams
Notary Public

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 Contra Costa

On this 24th day of May, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, 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/~~the~~y executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

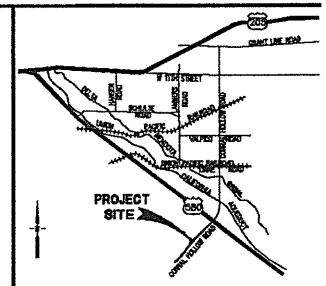
EXHIBIT "A"
(Legal Description of Property)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 115, LOTS A, B, C, D, AND E, AND ALL OF SIERRA VIEW DRIVE, CORRAL HOLLOW ROAD, WHITE HART AVENUE, EMERY STREET, FORBES AVENUE, DASHWOOD STREET, HANOVER WAY, GLADYS AVENUE, AND LEVANT PLACE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4133, TRACY HILLS VILLAGES 2 & 3, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

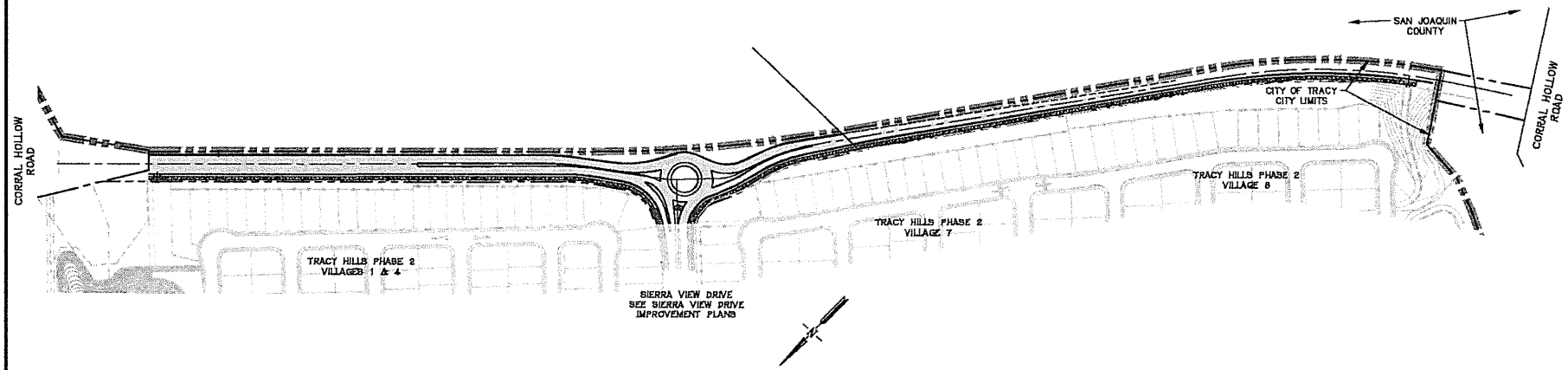
EXHIBIT "B"
Offsite Improvement Location

IMPROVEMENT PLANS
CORRAL HOLLOW ROAD WIDENING
PHASE 2 FRONTAGE

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA



VICINITY MAP
NOT TO SCALE



LOCATION MAP
SCALE: 1"=150'

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
2541 WARREN DRIVE, SUITE 100 ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909

DATE: March 18, 2024 JOB NO. 215005 SHEET 1 OF 1

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CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: 6E0F0118-A851-4828-849A-1FC8CB27746A

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
CORRAL HOLLOW ROAD WIDENING IMPROVEMENTS
AT TRACY HILLS PHASE 2 FRONTAGE

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public roadway improvements known as the **Corral Hollow Road Widening Improvements at Tracy Hills Phase 2 Frontage** that are to be constructed within the existing and proposed Corral Hollow Road right-of-way, as more particularly depicted in Exhibit "**A**" ("**Project**").

B. The Project is geographically located within the boundaries of the Tracy Hills Specific Plan Area, which was approved by City Council on April 5, 2016, and is further situated within and along the frontage of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**").

C. The Tentative Map approval was subject to certain Conditions of Approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

D. Among other things, the Conditions describe certain improvements that are required for approval of final subdivision maps under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

E. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City numerous final maps for the residential development known as Tracy Hills Phase 2A (the "**Final Maps**"). The Final Maps are being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Maps have not yet been approved by City for recordation.

F. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Maps. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0006 and incorporated herein by reference. The term "**Partially Approved Submitted Plans and Specifications**" includes the seventeen (17) sheets of improvement plans entitled "Improvement Plans, Corral Hollow Road Widening, Phase 2 Frontage" prepared by Ruggeri-Jensen-Azar.

EXHIBIT "D"

Fee Credit Worksheet

Preliminary Estimated Credit/Reimbursement for Construction of Corral Hollow Road Widening Phase 2 Frontage
Based on the Citywide Roadway & Transportation Master Plan dated November 2012
11/1/2023

Improvements	Stations	Unit Type	Units [1]	Unit Cost [2]	Unit Cost w/ Mark-Up [3]	Max Eligible Credit / Reimbursement
Roadway Improvements [4]						
Corral Hollow - I-580 Eastbound Ramp to North of Sierra View Drive (Less median, road striping and signs, sewer, water, and fire hydrants)	STA 5+00 to 13+00	LF	800.00	$ 934.00	$ 1,120.80	$ 896,640.00
Corral Hollow - I-580 Eastbound Ramp to North of Sierra View Drive (Less sewer, water, and fire hydrants)	STA 13+00 to 18+15.20	LF	515.20	$ 1,312.60	$ 1,575.12	$ 811,501.82
Corral Hollow - Sierra View Drive Roundabout (Developer Responsibility)	STA 18+15.20 to 23+15.20	LF	500.00	$ -	$ -	$ -
Corral Hollow - South of Sierra View Drive to end of median (Less sewer, water, and fire hydrants)	STA 24+80.10 to 25+75.90	LF	164.90	$ 1,312.60	$ 1,575.12	$ 259,737.29
Subtotal Road						**$ 1,967,879.11**
Total						**$ 1,967,879.11**

Notes:

1) Units are based on the Corral Hollow Road Phase 2 Frontage approval set dated 02/17/23 improvement plans.

2) Unit costs derived from Citywide Roadway & Transportation Master Plan dated November 2012. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index (ENR) from November 2013 costs to June 2023 costs (15367.26/10901.09).

3) Unit costs are marked up by 20% to account for (Engineering (10%) and Construction Management (10%). Contingency costs (15%) and program administration costs (5%) are not eligible for credits per Section 13.08.020 of the City of Tracy Municipal Code.

4) The Citywide Roadway & Transportation Master Plan dated November 2012 included 2,000 LF for Corral Hollow Road widening from I-580 Eastbound Ramps to the City Limits. It is assumed 500 LF of the intersection at Corral Hollow and Sierra View Drive (Lammers) would be Developer responsibility as the costs are not included in the Citywide Roadway & Transportation Master Plan and Tracy Infrastructure Master Plan Impact Fee Nexus Study and as such no credits can be given.

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS CORRAL HOLLOW ROAD WIDENING PHASE 2 FRONTAGE

EXHIBIT "E"
Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

This **OFFSITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is a party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4133 - Tracy Hills Villages 2-3, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "Project"). AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P, are landbanks holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its sign ature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention

basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract *4133 - Tracy Hills Village 2 and 3 (the "**Final Subdivision Map**"). Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.*

E. Pursuant to the Conditions of Approval, Developer is required to construct the public roadway improvements known as the Sierra View (Lammers) Road, generally extending from Tracy Hills Drive to Corral Hollow Road as more particularly depicted in ***Exhibit "B"***.

In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) forty-three (43) sheets of improvement plans entitled "Sierra View Drive Improvement Plans Tracy Hills Phase 2A" prepared by Ruggeri-Jensen- Azar dated May 30, 2023; and (d) sixty-seven (67) sheets of landscape construction drawings entitled "Sierra View Drive ROW Landscape Improvement Plans Tracy Hills Phase 2A (From Corral Hollow Road to Stanek Ave. and White Hart Ave, From Emery Street to Frost Street)", prepared by FORMA, dated June 12, 2023.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG21-0037 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0008 (the **Landscape Plans**), all incorporated herein by reference.

F. In order to commence construction of certain improvements described in the Approved Plans and Specifications, the City and Developer entered into an Inspection Improvement Agreement (the "**IIA**"), the first page of which is attached as ***Exhibit "C"***. The IIA permitted Developer to commence construction of those improvements based upon certain submitted plans and specifications (the "**Submitted Plans and**

Specifications"), at Developer's sole risk. All of the plans contained in the Submitted Plans and Specifications were approved by the City Engineer at the time of approval of the IIA with the exception of the landscape plans. The IIA provides:

> "Developer understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost."

As such, Developer acknowledged and agreed that if the Approved Plans and Specifications varied from the Submitted Plans and Specifications, Developer would bear sole cost and expense in correcting any of the Work so that it was in conformance with the Approved Plans and Specifications. The Submitted Plans and Specifications are on file with the City Engineer and marked by the City Engineer as "**IIA Plans.**"

G. Pursuant to the IIA, all of the work performed by the Developer was subject to regular inspection by the City in the same manner and with the same reimbursement for those inspections as work would be inspected under a subdivision improvement agreement.

H. As a condition to the execution of the IIA, the Developer was required to provide engineer's estimates of the cost of the improvements, which engineer's estimates were then reviewed and approved by the City Engineer. Developer provided a Faithful Performance Bond in the amount of $12,908,497.00, a Labor and Material Bond in the amount of $12,908,497.00, a Warranty Bond in the amount of $1,290,850.00, *and a Monumentation Bond in the amount of $22,500.00* all dated January 22, 2022, in the form reviewed and approved by the City (the "**IIA Security**"). The IIA Security included an estimate, approved by the City Engineer, for that portion of the Work to be performed pursuant to the IIA landscape improvement plans, the final design of which is now reflected in the Landscape Plans. The IIA Security remains in full force and effect.

I. While a portion of the Work, as defined in Section 1 below, is now substantially complete, not all of the Work is substantially complete. This Agreement provides for an appropriate process for final inspection, acceptance of the Work and provision and release of sureties for the Work and is intended to replace the IIA for all Work contemplated by the IIA Plans and the Approved Plans and Specifications.

J. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications,

to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1 **Commencement of Work**. The remaining Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c)Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   3.1 **Faithful Performance** security in the amount of **$12,871,291.00** to secure faithful performance of this Agreement.

   3.2 **Labor and Material** security in the amount of **$12,871,291.00** to secure payment by Developer to laborers and materialmen.

   3.3 **Warranty** security in the amount of **$1,287,129.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   3.4 **Monumentation** security in the amount of **$22,500.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

   City acknowledges Developer posted security in the form of bonds prior to commencement of the work under the IIA and confirms the amount of the IIA Security is the same amount as is required under this Section 3. Developer posted riders to the IIA Bonds to satisfy the requirements of this Section 3, in a form to the satisfaction of the City Engineer and City Attorney.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2)the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance

requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3 **Professional Contracts**. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1 If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

5.5 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional

Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.11 **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent,

or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

7.2.1 Intentionally Left Blank.

7.2.2 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.5 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **FEES AND FEE CREDITS**. Developer shall be entitled to fee credits consistent with Section 3.3 of that certain Development Agreement by and between the City of Tracy and the Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, adopted by City of Tracy Ordinance No. 1213 and recorded in the Official Records of San Joaquin County on June 9, 2016, as Document Number 2016-066658, as may be amended from time to time (the "DA"), and as provided in greater detail in the Finance and Implementation Plan for the Tracy Hills Specific Plan pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

11.1 **FEE CREDITS**. Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive roadway fee credits (**Exhibit "D"**) in the amount of **$872,484.00**.

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent

("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "E"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **Termination of IIA**. Upon the joint execution of this Agreement, the IIA is deemed terminated.

16. **Miscellaneous**.

    16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be

personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG EHC II (LEN) CA 1, L.P. and AG EHC II (LEN) CA 2, L.P., c/o Essential Housing Asset Management, LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@essentialhousingops.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

16.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the

State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Offsite Improvement Location (Recital E.)
C. IIA Excerpt (Recital F.)
D. Fee Credits Worksheet
E. Subdivider's Authorized Representative Information (Section 12.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

16.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 5/22/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

Consent to Recordation

AG EHC II (LEN) CA 1, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

AG EHC II (LEN) CA 1, L.P., a
Delaware Limited Partnership

By: Essential Housing Asset
Management, LLC
An Arizona Limited Liability
Company,
Its Authorized Agent

Steven S. Benson

By: Steven S. Benson
Title: Manager

Date: 5/21/24

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

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 Contra Costa

On this 22nd day of May, 2024 before me, Erin C. Tate,
Notary Public, personally appeared Bridgit Koller,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

ERIN C. TATE
COMM. #2366751
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
MY COMM. EXP. JULY 20, 2025

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of May, 2024, by means of physical presence, by Steven S. Benson. the Manager of Essential Housing Asset Management, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 1, L.P., a Delaware limited partnership, for and on behalf thereof.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

(SEAL)

Jaime Marie Adams
Notary Public

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

Consent to Recordation

AG EHC II (LEN) CA 2, L.P., is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

AG EHC II (LEN) CA 2, L.P.,
a Delaware Limited Partnership

By: Essential Housing Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent

Steven S. Benson

By: Steven S. Benson
Title: Manager

Date: 5/21/24

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
FOR TRACY HILLS SIERRA VIEW / LAMMERS IMPROVEMENTS

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of May, 2024, by means of physical presence, by Steven S. Benton. the Manager of Essential of Housing Asset Management, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership, for and on behalf thereof.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

(SEAL)

Jaime Marie Adams
Notary Public

EXHIBIT "A"
(Legal Description of Property)

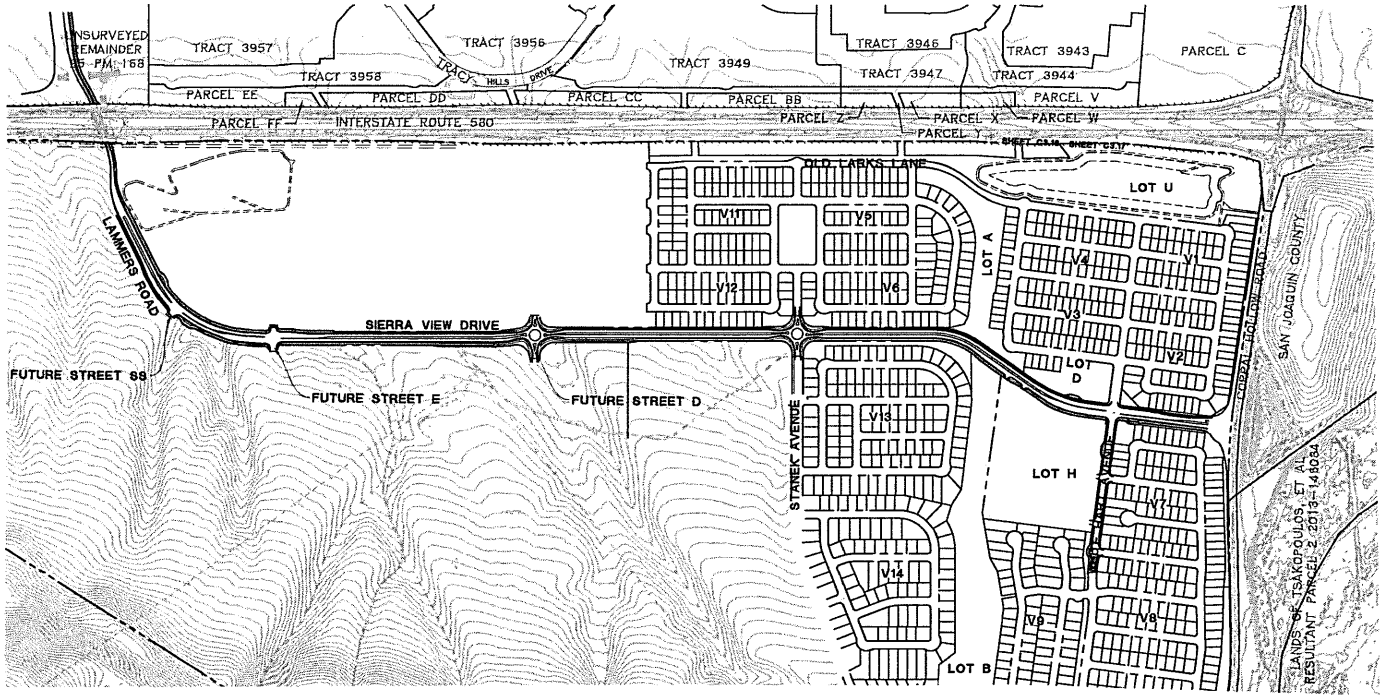
ALL THAT REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 115, LOTS A, B, C, D, AND E, AND ALL OF SIERRA VIEW DRIVE, CORRAL HOLLOW ROAD, WHITE HART AVENUE, EMERY STREET, FORBES AVENUE, DASHWOOD STREET, HANOVER WAY, GLADYS AVENUE, AND LEVANT PLACE AS SHOWN ON THE FINAL SUBDIVISION MAP OF TRACT NO. 4133, TRACY HILLS VILLAGES 2 & 3, FILED ON _____, 2024, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDERS SERIES NO. 2024-_____ , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA.

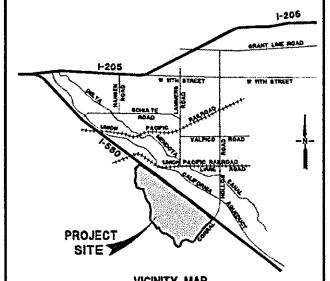
EXHIBIT "B"
Offsite Improvement Location

SIERRA VIEW DRIVE IMPROVEMENT PLANS

TRACY HILLS - PHASE 2A

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA





VICINITY MAP
NOT TO SCALE

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: MARCH 18, 2024 JOB NO. 201068 SHEET 1 OF 1

Exhibit "C"
First Page of IIA

DocuSign Envelope ID: ECCD7C92-0DEC-485C-82C3-D78484F8A10A

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
SIERRA VIEW DRIVE IMPROVEMENTS

This **Inspection Improvement Agreement** ("**Agreement**") is entered into by and between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public roadway improvements known as the **Sierra View Drive Improvements** that are to be constructed within the proposed Sierra View Drive right-of-way, as more particularly depicted in Exhibit "**A**" ("**Project**").

B. The Project is geographically located within the boundaries of the Tracy Hills Specific Plan Area, which was approved by City Council on April 5, 2016, and is further situated within the boundaries of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the "**Tentative Map**").

C. The Tentative Map approval was subject to certain Conditions of Approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference.

D. Among other things, the Conditions describe certain improvements that are required for approval of final subdivision maps under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City's Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.

E. In accordance with the Subdivision Map Act and City's Subdivision Ordinance, Developer has submitted to City numerous final maps for the residential development known as Tracy Hills Phase 2A (the "**Final Maps**"). The Final Maps are being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Maps has not yet been approved by City for recordation.

F. Improvement plans and specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Maps. The submitted plans and specifications, which are under review by the City Engineer, are on file with the City Engineer and incorporated herein by reference. The term "**Partially Approved Submitted Plans and Specifications**" is a subset of the complete plans that have been submitted and specifically includes the thirty-three (33) sheets of improvement plans titled "Sierra View Drive Improvement Plans, Tracy Hills - Phase 2A" prepared by Ruggeri-Jensen-Azar. The above referenced plans are on file with the City Engineer under Tracking No. ENG21-0037 and have been approved by the City Engineer.

EXHIBIT "D"

Fee Credit Worksheet

Preliminary Estimated Credit/Reimbursement for Construction of Sierra View Drive Tracy Hills Drive to I-580 EB Ramp
Based on the Citywide Roadway & Transportation Master Plan dated November 2012
5/16/2024

Improvements	Stations	Unit Type	Units [1]	Unit Cost [2]	Unit Cost w/ Mark-Up [3]	Max Eligible Credit / Reimbursement
Roadway Improvements						
Sierra View Drive (Lammers) -North of I-580 (Partial road - two lanes and shoulder) [4]	STA 1+76.70 to 5+76.70	LF	400	$ 1,236.50	$ 1,483.80	$ 593,520.00
Sierra View Drive (Lammers) - North of I-580 (ROW Acquisition) [4]	STA 1+76.70 to 5+76.70	LF	400	$ 697.41	$ 697.41	$ 278,964.00
Subtotal Road						**$ 872,484.00**
Total						**$ 872,484.00**

Notes:

1) Units are based on the Sierra View Drive Tracy Hills Phase 2A Improvement Plans dated 05/30/23.

2) Unit costs derived from Citywide Roadway & Transportation Master Plan dated November 2012. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index (ENR) from November 2013 costs to June 2023 costs (15367.26/10901.09).

3) Unit costs are marked up by 20% to account for (Engineering (10%) and Construction Management (10%). Contingency costs (15%) and program administration costs (5%) are not eligible for credits per Section 13.08.020 of the City of Tracy Municipal Code.

4) The proposed Citywide Roadway & Transportation Master Plan Master Plan included costs for a new four lane parkway curb to curb. The credits provided are for 30 LF of road width (two 11' lanes and a 8' should lane) as the remaining of the road will need to be widened.

EXHIBIT "E"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY, OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS

This **CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Tracy Phase 4, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use

entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Pursuant to the Conditions of Approval, Developer is required to design and construct the public roadway improvements known as the Tracy Boulevard/Linne Road Intersection Improvements.

F. Condition of Approval B.2 incorporated, among other things, Mitigation Measure 4.13.5(a) -Intersection #5 which states in part "Signalize the intersection and reconstruct the southbound approach to include a shared southbound through/left-turn lane and a southbound right-turn lane. Construct the eastbound approach to include an eastbound left-turn lane and a shared eastbound through/right-turn lane. The westbound approach shall remain a shared westbound left/through/right turn lane and the northbound approach shall remain a shared northbound through/left/right-turn lane. This signal shall be interconnected with the controller at the railroad crossing and improvements shall be constructed at the railroad crossing gates."

G. The eastbound and westbound portion of the Intersection #5 obligation has been satisfied. The City, after consultation with UPRR, has determined that a grade separated southbound right turn lane (the "**Right Turn Lane**") is likely infeasible. As such a solution is uncertain and very costly to implement, the parties agree that Developer shall instead provide an in-lieu payment for the Right Turn Lane as described in this Agreement. The City has determined, based on current construction costs, that the portion of the in-lieu payment for construction costs shall be $281,548.31, the portion of the in-lieu payment for the right-of-way acquisition costs shall be $100 per square foot for 3,150 square feet of right-of way, and the portion of the in-lieu payment for the construction easement costs shall be $25 per square foot for 440 square feet for a total of $326,000. Therefore, the total in-lieu payment for the Right Turn Lane shall be $607,548.31 (the "**In-Lieu Payment**").

H. In addition to the In-Lieu Payment, the City and Developer agree that Developer's construction obligation for Intersection #5 is to signalize the existing intersection. The signal shall be interconnected with the controller at the railroad crossing and improvements shall be constructed at the railroad crossing gates (the "**Offsite Improvements**").

I. The preparation of the design (preliminary and final) of the Offsite Improvements is known as the "**Initial Design Work**." Specifically, pursuant to Mitigation Measure 4.13.5(a) -Intersection #5, the Developer is required to cause the preparation of the design (preliminary and final) for, and final construction of, the Offsite Improvements. In addition to the City, both the Union Pacific Railroad ("**UPRR**") and the California Public Utilities Commission ("**CPUC**") will need to consent and/or approve the final design due to the Offsite Improvements interaction with existing railroad infrastructure ("**UPRR/CPUC Consent**").

J. Developer has provided to City an initial estimate of the cost of the Offsite Improvements ("**Initial Estimate**").

K. Developer will provide security in the amount of the Initial Estimate for the timely performance of the Offsite Improvements, as set forth below.

L. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security**.

   1.1. **Improvement Security.** Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq.) and Tracy Municipal Code Section 12.36.080, in the following amounts:

      1.1.1. Faithful Performance security in the amount of $1,944,000.00 to secure faithful performance of this Agreement.

   1.2. **Establishment Of Time For Commencement.** Within 120 days of the approval of this Agreement, Developer shall commence the Initial Design Work.

   1.3. **In-Lieu Payment**. Prior to City Council approval of this Agreement, Developer shall pay City Six-Hundred-Seven-Thousand-Five-Hundred-Forty-Eight and 31/100 Dollars ($607,548.31), the dollar amount of the In-Lieu Payment. Developer shall have no further obligations related to the Right Turn Lane after making the In-Lieu Payment.

2. **Subdivision Improvement Agreement**.

   2.1. **Scope of Work; Location.** The location and details of the Offsite Improvements will be described fully in the future improvement plans, which upon approval by the City Engineer, UPRR and CPUC shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer, UPRR and CPUC. Developer shall perform, or cause to be

performed, the construction of a traffic signal, crossing arms, and necessary interconnect in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer shall perform all the Work within the existing City right-of-way ("**ROW**") and shall not be obligated to acquire any additional ROW.

2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate (defined below). Developer shall diligently prosecute completion of the Plans and Specifications in coordination with the City, UPRR, and the CPUC. City agrees to reasonably cooperate in the processing of the Plans and Specifications, including without limitation, executing documents reasonably necessary to obtain UPRR and CPUC approval of the Plans and Specifications so long as such documents to do not result in financial liability to City. Upon approval of the Plans and Specifications by City, UPRR and CPUC, Developer shall provide contract security in accordance with Section 2.8 ensuring performance for the Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within 180 days after Plans and Specifications have been approved by the City Engineer, UPRR and CPUC. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which

shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.20, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.20, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and

Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. **Default**

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to

acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees And Fee Credits**. Developer acknowledges the Initial Design Work and Work are not currently eligible for Traffic Impact Fee Credits under the City's current Transportation Master Plan. Developer reserves the right to receive Fee Credits if subsequently authorized by City program modifications.

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "B"** attached hereto includes the initial contact information referenced in this Section 2.18.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one

year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

2.21.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or

delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Developer's Authorized Representative Information (Section 2.18.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 6/26/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

CITY OF TRACY – CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS

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 Contra Costa

On this 26th day of June, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[ATTACHED]

CITY OF TRACY – CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte (Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

CITY OF TRACY – CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENT

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

CITY OF TRACY – CONDITIONAL SUBDIVISION IMPROVEMENT AGREEMENT TRACY HILLS PHASE 2 – TRACY BLVD/LINNE ROAD INTERSECTION IMPROVEMENT

EXHIBIT "B"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY, OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 – LINNE ROAD/ MACARTHUR DRIVE INTERSECTION IMPROVEMENTS

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY

OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 –LINNE ROAD/ MACARTHUR DRIVE INTERSECTION IMPROVEMENTS

This **OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - LINNE ROAD/MACARTHUR DRIVE INTERSECTION IMPROVEMENTS** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy

Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Pursuant to the Conditions of Approval, Developer is required to design the public roadway improvements knows as the Linne Road/Macarthur Drive Intersection Improvements (the "**Offsite Improvements**"), as more particularly depicted in **Exhibit "B"**. The preparation of the design (preliminary and final) of the Offsite Improvements is known as the "**Work**." Specifically, pursuant to Condition B.2 which incorporated, among other things, Mitigation Measure 4.13-7a – Intersection #35, the Developer is required to cause the preparation of the design (preliminary and final) for the Offsite Improvements. The Offsite Improvements are not located in the City and the County of San Joaquin ("**County**") has primary land use authority over the Offsite Improvements. In addition, both the Union Pacific Railroad ("**UPRR**") and the California Public Utilities Commission ("**CPUC**") will need to consent and/or approve the final design due to the Offsite Improvements interaction with existing railroad infrastructure.

F. Developer has provided to City an initial estimate of the cost of the Work ("**Initial Design Estimate**").

G. Developer will provide security in the amount of the Initial Design Estimate for the timely performance of the Work, as set forth below.

H. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the Work. The Work shall be performed at Developer's sole expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless

otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1 **Commencement of Work**. Within 90 days after this Agreement being approved by the City Council, Developer shall initiate processing the initial design plans with the County and shall provide County, with a copy provided to City, of a proposed scope of work from a qualified consultant for the preparation of the preliminary design of the Offsite Improvements, such scope constituting notice of commencement of the Work.

2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 **Completion of Work**. Developer shall diligently prosecute completion of the Work in coordination with the County, Union Pacific Railroad, and the CPUC. Developer shall use commercially reasonable efforts to complete the Work by no later than two (2) years after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. City agrees to reasonably cooperate in the processing of the Work, including without limitation, executing documents reasonably necessary to obtain County, UPRR, and CPUC approval of the Work so long as such documents do not result in financial liability to City. If County, UPRR and CPUC have not provided all required approvals for the final plans by such time, Developer shall meet and confer with City regarding next steps.

3. **Fair Share**. Developer shall contribute a fair share towards the costs of such improvements, such fair share being determined through a separate future agreement between Developer and County prior to completion of construction of the Offsite Improvements. Developer acknowledges and agrees that City has no responsibility on the resolution of this issue as it between the County and Developer to negotiate and resolve.

4. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

4.1 **Faithful Performance** security in the amount of **$132,975.00** to secure faithful performance of this Agreement. Such security shall be promptly released upon completion of the Work or if, despite Developer's best efforts (as determined by City in its reasonable discretion), County has not approved the Work within five (5) years after Developer commencing the Work under Section 2.1. If Developer provides such security as cash, City

shall permit Developer to replace such security at any time with other forms of security permitted under Section 4 and promptly return the cash security.

5. **Design Insurance.** Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

7.2 **Events of default**. Developer shall be in default ("**Default**") of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):.

7.2.1 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

7.2.3 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently

prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

7.3.2 Demand that Developer's surety (if any) complete performance of the Work.

7.3.3 Resort to any judicial remedies available to the City.

8. **[Intentionally Left Blank]**

9. **[Intentionally Left Blank]**

10. **[Intentionally Left Blank]**

11. **[Intentionally Left Blank]**

12. **[Intentionally Left Blank]**

13. **[Intentionally Left Blank]**

14. **Miscellaneous**.

14.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two

working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

14.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

14.3 **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

14.4 **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

14.6 **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

14.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

14.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Offsite Improvement Location (Recital E.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

14.9 **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

CITY OF TRACY, OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS - PHASE 2 – LINNE ROAD/ MACARTHUR DRIVE INTERSECTION IMPROVEMENTS

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 6/25/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: City Attorney

Date: _____

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[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 San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte (Seal)

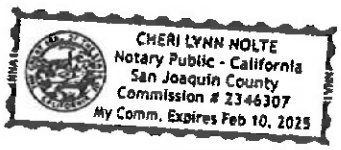


EXHIBIT "A"
(Legal Description of Property)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

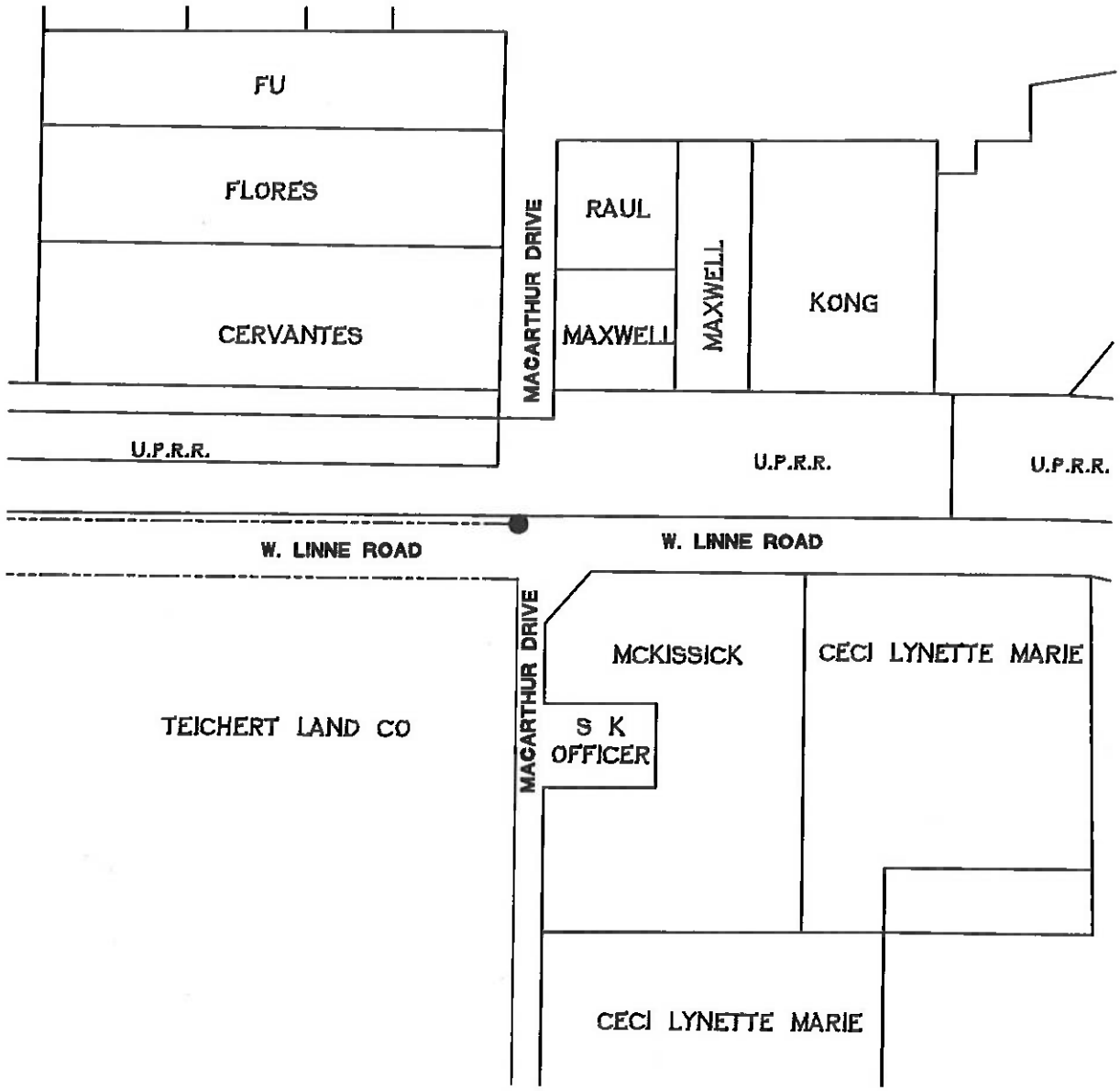
APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

EXHIBIT "B"
Offsite Improvement Location


FU
FLORES
CERVANTES
MACARTHUR DRIVE
RAUL
MAXWELL
MAXWELL
KONG
U.P.R.R.
U.P.R.R.
U.P.R.R.
W. LINNE ROAD
W. LINNE ROAD
MACARTHUR DRIVE
MCKISSICK
CECI LYNETTE MARIE
TEICHERT LAND CO
S K
OFFICER
CECI LYNETTE MARIE

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

This **CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**") .

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC, is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use

entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Pursuant to the Conditions of Approval and Mitigation Measure 4.13-5(b), Developer is required to construct the public roadway improvements knows as the Corral Hollow Widening generally extending from the California Aqueduct to the Linne Road Intersection (the "**Offsite Improvements**"), as more particularly depicted in **Exhibit "B"**. Specifically, pursuant to Condition C.2.7.8(d), the Offsite Improvements are required to be commenced by the final inspection of the 2,600th dwelling unit (the "**Trigger Event**").

F. Because approved plans for the Offsite Improvements are not available prior to approval of the Final Subdivision Map, Developer has provided to City an initial engineer's estimate of the cost of developing the Offsite Improvements and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within the Offsite Improvements and recent cost information provided in connection with development of the improvements in the Tracy Hills development.

G. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition C.2.7.8.d., as set forth below.

H. The final plans for the outstanding work have not been approved as of the Effective Date. Prior to but no later than the occurrence of the Trigger Event, Developer shall submit improvement plans and specifications relating to the Offsite Improvements, which, upon approval by the City Engineer, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

I. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this

Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event.**

   1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $23,950,020.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of the Offsite Improvements have not commenced within the time provided in Section 2.

   1.2. **Establishment Of Time For Commencement Of Offsite Improvements.** Prior to the final inspection of the 2,600th dwelling unit, the developer shall commence construction of the Offsite Improvements.

   1.3. **Withholding of Building Permits for Failure to Commence Construction**. In the event Developer has not Commenced Construction of the Offsite Improvements prior to the final inspection of the 2,600th dwelling unit, the City may withhold issuance of any additional building permits unless and until Developer commences construction of the Offsite Improvements

2. **Offsite Improvement Agreement**.

   2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

   2.2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. Developer has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

   2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten

(10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within six (6) months (or nine (9) months if public bidding is required) after Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than thirty-six (36) months after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.21, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.21, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be

made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.2. Developer abandons the Work site.

2.12.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work.

2.12.3.3. Resort to any judicial remedies available to the City.

2.12.3.4. For defaults of Section 1.2, impose the remedies described in Section 1.3.

2.12.3.5. For defaults of Section 2.8, impose the remedies described in Section 2.8.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **Fees and Credits** Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213,

as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time. Developer shall pay all fees due to City in connection with the Work.

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 12.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney	Tracy Phase 4, LLC

333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Location of Offsite Improvements

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.

2.30. **Signatures.** The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC

a California limited liability company

_____

By: Bridgit Koller
Title: Vice President
Date: 6/25/24

Attest:

_____

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

_____

By: Bijal Patel

Title: City Attorney
Date: _____

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[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 San Joaquin

On this 25 day of June ,2024 before me, Cheri Lynn Nolte , Notary Public, personally appeared Bridgit Koller & John Stanek , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte (Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION
Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

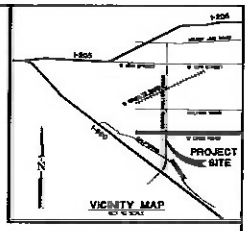
251-060-240 (portion of) and

253-040-100 (portion of)

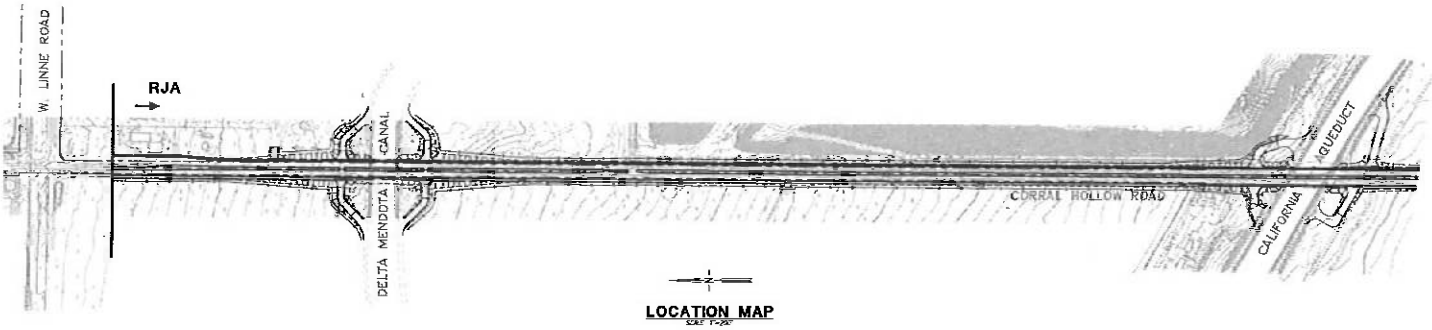
EXHIBIT "B"
(Location of Offsite Improvements)

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
CORRAL HOLLOW ROAD WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA



VICINITY MAP



LOCATION MAP

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
PHONE: (916) 632-5555 FAX: (916) 632-5569

DATE: JUNE 24, 2024 JOB NO. 5263A SHEET 1 OF 1

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 4 - CORRAL HOLLOW WIDENING FROM THE CALIFORNIA AQUEDUCT TO LINNE ROAD INTERSECTION

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD I-580 INTERCHANGE

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

This **CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - CORRAL HOLLOW ROAD / I-580 INTERCHANGE** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City"),and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Tracy Phase 4, LLC, is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan ("**Specific Plan**") by Resolution 2016-065 and approved related land use entitlements via Resolution Nos. 2016-063, 2016-064, 2016-065, 2016-0066, and Ordinance No 1212 and also adopted that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") pursuant to Ordinance No. 1213, under Application Number TSM16-001. In addition, in order to comply with the California Environmental Quality Act, the City Council certified as legally adequate a final

environmental impact report and adopted a mitigation and monitoring reporting program for the Tracy Hills via Resolution No. 2016-063 (the "**EIR**").

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. In conjunction with approval of the Tentative Map, the City imposed certain conditions of approval requiring compliance with Mitigation Measures identified in the EIR.

F. Specifically, pursuant Condition B.2 which incorporated, among other things, Mitigation Measure No. 4.13-5a, the following mitigation measures are imposed on the Developer relating to the Corral Hollow Road/I-580 Interchange:

> Intersection #1 (Corral Hollow Road / I-580 EB Ramps) Signalize the intersection and widen the I-580 overcrossing to four through lanes. The northbound approach shall be reconstructed to include two northbound through lanes and a northbound right turn lane. The southbound approach shall include two southbound through lanes and a southbound left-turn lane, and the eastbound approach shall include a shared eastbound through/right-turn lane and an eastbound left-turn lane. This mitigation is beyond the scope of improvements identified in the adopted TMP.
>
> The Applicant has the option of constructing the I-580 interchange improvements only to the extent identified in the adopted TMP if the Applicant also implements the Lammers Interchange (as identified in the adopted TMP). Either of these options will fully mitigate the impact. The TMP improvement includes only the reconstruction of the northbound approach to include a northbound through lane and a shared northbound through/right-turn lane. On the southbound approach, only the reconstruction to include a southbound left-turn lane and two southbound through lanes. And on the eastbound approach, only the reconstruction to include an eastbound left-turn lane, a shared eastbound left/through lane,

and an eastbound right turn lane. This intersection shall be interconnected with Intersection #2: Corral Hollow Road / I-580 WB Ramps.

Intersection #2: Corral Hollow Road / I-580 WB Ramps. The Applicant shall, in collaboration with the City Engineer and Caltrans, commence with a Project Study Report (PSR) for the interchange improvements for Corral Hollow Road and Lammers Road. The PSR shall commence immediately following the approval of this Project Application by the City of Tracy and the Interchange shall be improved when the project will generate its Intersection #2 (Corral Hollow Road/ I580 WB Ramps) - Signalize the intersection, widen the I-580 overcrossing to four through lanes, and construct a westbound loop on-ramp to accommodate Project 2035 conditions. The northbound approach shall be reconstructed to include two northbound through lanes and two northbound right-turn lanes which lead to the loop on-ramp. The southbound approach shall include two southbound through lanes and one southbound right-turn lane, and the westbound approach shall include one shared westbound through/left-turn lane and one westbound right-turn lane. This mitigation is beyond the scope of improvements identified in the adopted TMP.

The Applicant has the option of constructing the I-580 interchange improvements only to the extent identified in the adopted TMP if the Applicant also implements the Lammers Interchange (as identified in the adopted TMP). Either of these options will fully mitigate the impact. The TMP improvement includes only the reconstruction of the northbound approach to include a northbound left-turn lane and a northbound through lane. On the southbound approach, only the reconstruction to include a southbound right-turn lane and two southbound through lanes. And on the westbound approach, only the reconstruction to include a shared westbound through/left-turn lane and a channelized westbound right-turn lane. This intersection shall be interconnected with Intersection #1: Corral Hollow Road / I-580 EB Ramps. The Applicant shall, in collaboration with the City Engineer and Caltrans, commence with a Project Study Report (PSR) for the interchange improvements for Corral Hollow Road and Lammers Road. The PSR shall commence immediately following the approval of this Project Application by the City of Tracy and the Interchange shall be improved when the project will generate its 2,588 AM peak hour trip, which would be generated by a mix of office, retail, industrial and residential land uses. The applicant shall submit a trip generation calculation with each building permit application and/or final map approval as directed by the City Engineer. If the trip generation indicates 2,588 AM peak hour trips or more, the interchange shall be improved before issuance of such building permit and/or final map approval. The intersection falls under Caltrans jurisdiction.

G. Pursuant to Mitigation Measure 4.13, Intersections #1 and #2, Developer, may elect to construct or cause the construction of the improvements to the Corral Hollow/I-580

interchange (the "**CH Interchange**") described in the first paragraph of each mitigation measure which improvements exceeded the then-current TMP (the "**TMP Plus Improvements**") or elect to cause the construction of only the then-current TMP improvements (the "**TMP Improvements**") and if Developer elects the TMP Improvements, Developer is also required to implement the Lammers Interchange.

H. After certification of the EIR, the California Department of Transportation ("**Caltrans**"), Caltrans requested consideration of various design alternatives for the interchange improvements at Intersections #1 and #2 and consultations with Caltrans are on-going related to the final design of the interchange improvements at Intersections #1 and #2 (the "**Alternative Improvements**").

I. While Developer and City have commenced design of the Alternative Improvements, the exact scope of those improvements will not be known until the City and Caltrans approve final plans and specifications for the Alternative Improvements. Upon approval of final plans and specifications for the Alternative Improvements, the work contemplated by those final plans and specifications shall be deemed to be the "**Offsite Improvements**" referred to hereinbelow.

J. Because approved plans for the Offsite Improvements are not available prior to approval of the Final Subdivision Map, Developer has provided to City an initial engineer's estimate of the cost of developing the Offsite Improvements and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within the Offsite Improvements and recent cost information provided in connection with development of improvements in the City of Tracy. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Mitigation Measure No. 4.13-5a Intersection No. 1 and Intersection No. 2, as set forth below.

K. The parties acknowledge that City likely will be required by Caltrans to be the constructing party for the Offsite Improvements and the City is designated the constructing party in this Agreement.

L. The parties continue to negotiate (i) whether the Offsite Improvements should be considered substantially similar in performance to the TMP Improvements or the TMP Plus Improvements, and therefore whether Developer is also obligated to implement the Lammers Interchange; and (ii) the financial responsibility of Developer for the Offsite Improvements, with such negotiations to be concluded by the time specified in this Agreement.

M. From and after the execution of this Agreement, Developer shall continue to advance funding to commence design work for the Offsite Improvements pursuant to the existing Cost Recovery Agreement between the parties.

N. The future improvement plans, which upon approval by the City Engineer and Caltrans, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer and Caltrans. Thereafter, as agreed upon by Developer and City, Developer shall be obligated to fund construction costs pursuant to the allocation of financial responsibility.

O. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Offsite Improvements is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Offsite Improvements subsequent to final map approval.

P. The purpose of this Agreement is to ensure that the Offsite Improvements are fully designed, constructed and operational by the trigger of 2,588 AM peak trips.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Obligations of Developer Prior to Trigger Event; Posting of Security.

1.1. **Agreement to Advance Design Costs**. Developer agrees to advance funds needed to prepare the design of the Plans and Specifications pursuant to the existing Cost Recovery Agreement and shall continue to fund design in a timely manner until approval of such design, subject to future modification if so agreed upon by the parties in the allocation of design and construction responsibilities contemplated by this Agreement. Any credits or reimbursements associated with such design costs shall be determined through the Final Allocation, as defined below.

1.2. **Agreement on Allocation of Financial Responsibility; Consequence of Not Reaching Agreement**.

(A) Developer and City shall reach final resolution on (1) whether the Offsite Improvements should be considered an election for the TMP Improvements or the TMP Plus Improvements (which will determine whether Developer is responsible to cause the construction of the Lammers Interchange) and (2) the allocation of financial responsibility for the Offsite Improvements (collectively, the "**Final Allocation**") prior to the earlier of (i) October 15, 2024; or (ii) the approval of the next Final Map within the Tracy Hills Specific Plan after the Final Maps for Tracts 4132 through 4138 (as applicable, the "**Trigger Event**"). The parties acknowledge that other existing documents, including the Development Agreement, may require amendment to be consistent with and authorize the Final Allocation and will agree to negotiate such amendments in good faith.

(B) If City and Developer are not able to reach a tentative agreement related to the Final Allocation by August 15, 2024, then City and Developer shall submit the dispute related to the Final Allocation to the Sacramento, California office of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") for non-binding

mediation. To select a mediator, Developer shall provide City a list of three (3) JAMS mediators with reasonable land use law experience within seven (7) calendar days of the City Council's approval of this Agreement. Within seven (7) calendar days of Developer's delivery of such list, City shall select one (1) of the named potential mediators. City and Developer shall request the City's selected mediator from the list serve as the mediator to assist with the Final Allocation within three (3) business days of the City's selection. If City does not timely select a mediator from the list, then either party may unilaterally request mediation and if the parties cannot agree on the appointment of a mediator within ten (10) days after the written request for mediation to JAMS, then JAMS shall appoint the mediator at its discretion. The parties shall hold at least one in-person mediation session prior to August 30, 2024, or if JAMS is unable to schedule a session prior to that date, a date as soon as practicable thereafter. City and Developer covenant that they will participate in the mediation in good faith, and that Developer shall be responsible for all of JAMS invoiced costs related to the mediation. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceedings involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Either party may terminate mediation proceedings after one (1) in-person session or mediation may continue if City and Developer both agree.

(C) If after the JAMS mediation set forth in subparagraph (B), Developer and City do not reach written agreement on Final Allocation prior to the Trigger Event, the City may withhold approval of any Final Maps within the Tracy Hills Specific Plan Area and withhold issuance of any new building permits within Phase 2A or Phase 2B after the Trigger Event (including without limitation the conversion of plumbing-only permits to full permits) and withhold final inspections and certificates of occupancy that would result in the exceedance of 100 certificates of occupancy (not including any certificates of occupancy for model homes) within Phase 2A or Phase 2B. In other words, the City will permit only up to 100 total homes within Phase 2A or Phase 2B to be occupied by residents prior to resolution of the allocation of financial responsibility for the Offsite Improvements. City may continue to withhold such approvals and permits until such time as City and Developer enter the Final Allocation. Developer acknowledges that the withholding of such approvals and permits could have a substantial economic impact on Developer and consents to such remedy notwithstanding any contrary provisions in the project approvals including, without limitation, the Development Agreement, in furtherance of the timely approval of the Final Maps for Tracts 4132 through 4138. Developer hereby waives any claims under law and equity and any damages, costs, or losses to the extent related to, or incurred as a result of, the withholding of building permits or certificates of occupancy as provided by this Section 1.2.

1.3. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the in the amount of $19,400,000.00 to secure faithful performance of this Agreement. The security shall be due and payable if Developer has not satisfied its obligation to deliver security and/or funds for construction of the Offsite Improvements within the time provided in Sections 1.2 and 2.2.

2. Offsite Improvement Agreement.

2.1. **Final Plans and Specifications and Engineer's Estimate**. Upon approval of the Plans and Specifications by the City and Caltrans, Developer shall obtain an updated Engineer's Estimate (the **"Final Engineer's Estimate"**).

2.2. **Developer Funding of Construction.** Within one hundred and twenty (120) days after delivery to Developer of the Final Engineer's Estimate, Developer shall deliver to City such security and/or funds and release or update the Improvement Security required by Section 1.3 all as are agreed-upon by parties in the Final Allocation required by Section 1.2.

2.3. **Time Of Performance**. Time is of the essence in the Developer's payment of funds for City's performance of design and construction of the Offsite Improvements. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement.

2.4. **Commencement of Offsite Improvements.** City shall use good faith efforts to begin the Offsite Improvements within six (6) months after City obtaining Caltrans approval of the Plans and Specifications.

2.5. **Completion of Offsite Improvements**. City shall use good faith efforts to complete the Offsite Improvements no later than thirty-six (36) months after commencement of Offsite Improvements.

2.6. **Indemnification**. If Developer becomes the constructing party for the Offsite Improvements, Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.17, below, has expired, at which time the indemnification obligations under this Section shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section are in addition to all other Developer's obligations

set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.17, below.

2.7. **Insurance**. If Developer becomes the constructing party of the Offsite Improvements, before beginning any work relating to construction of the Offsite Improvements, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.7.1. **General**. If Developer becomes the constructing party of the Offsite Improvements, before beginning any work relating to construction of the Offsite Improvements and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.7.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.7.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.7.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.7.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.7.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.7.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.7.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.7.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.7.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

2.7.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.7.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.7.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.7.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.7.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.8. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors,

including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.9. Default

2.9.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.9.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.9.2.1.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.9.2.1.2. Developer abandons the Work site if it is the constructing party.

2.9.2.1.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.9.3 below.

2.9.2.1.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.9.2.1.5. Developer violates any legal requirement related to the Work if Developer is the constructing party and fails to cure such violation pursuant to Section 2.9.3 below.

2.9.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.9.3.1. Demand that Developer complete performance of the Work if it is the constructing party.

2.9.3.2. Demand that Developer's surety (if any) complete performance of the Work if Developer is the constructing party.

2.9.3.3. Resort to any judicial remedies available to the City.

2.9.3.4. For defaults of Section 1.2, the remedies described in Section 1.2.

2.10. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.11. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.12. **Inspection by the City**. If Developer is the constructing party, to permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.13. **Inspection Fees**. Prior to the commencement of any Work by Developer, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.13.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.14. **Funding, Fees and Credits**

Developer understands and agrees it is providing funding for the design and construction of the Offsite Improvements and will only receive a credit or reimbursement for such costs to the extent determined in the Final Allocation.

2.15. **Developer's Authorized Representative**. If Developer is the constructing party, at all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 2.15.

2.16. **Acceptance of Work**. If Developer is the constructing party, prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.17. **Warranty Period**. If Developer is the constructing party, Developer shall warrant the quality of any Work performed by Developer, its agents, or contractors, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.18. **Notices**.

2.18.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.19. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.20. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.21. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.22. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.23. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.24. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.25. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Location of Offsite Improvements

C. Developer's Authorized Representative Information (Section 2.15.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.26. **Obligations Run With The Land.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.

2.27. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President
Date: 6/26/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

By:

Title: City Attorney
Date: _____

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

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 Contra Costa

On this 26th day of June, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte

(Seal)

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware Limited Liability Company

By: _____

Name: John Stanek

Its: Authorized Representative

[ATTACHED]

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte

(Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION
Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

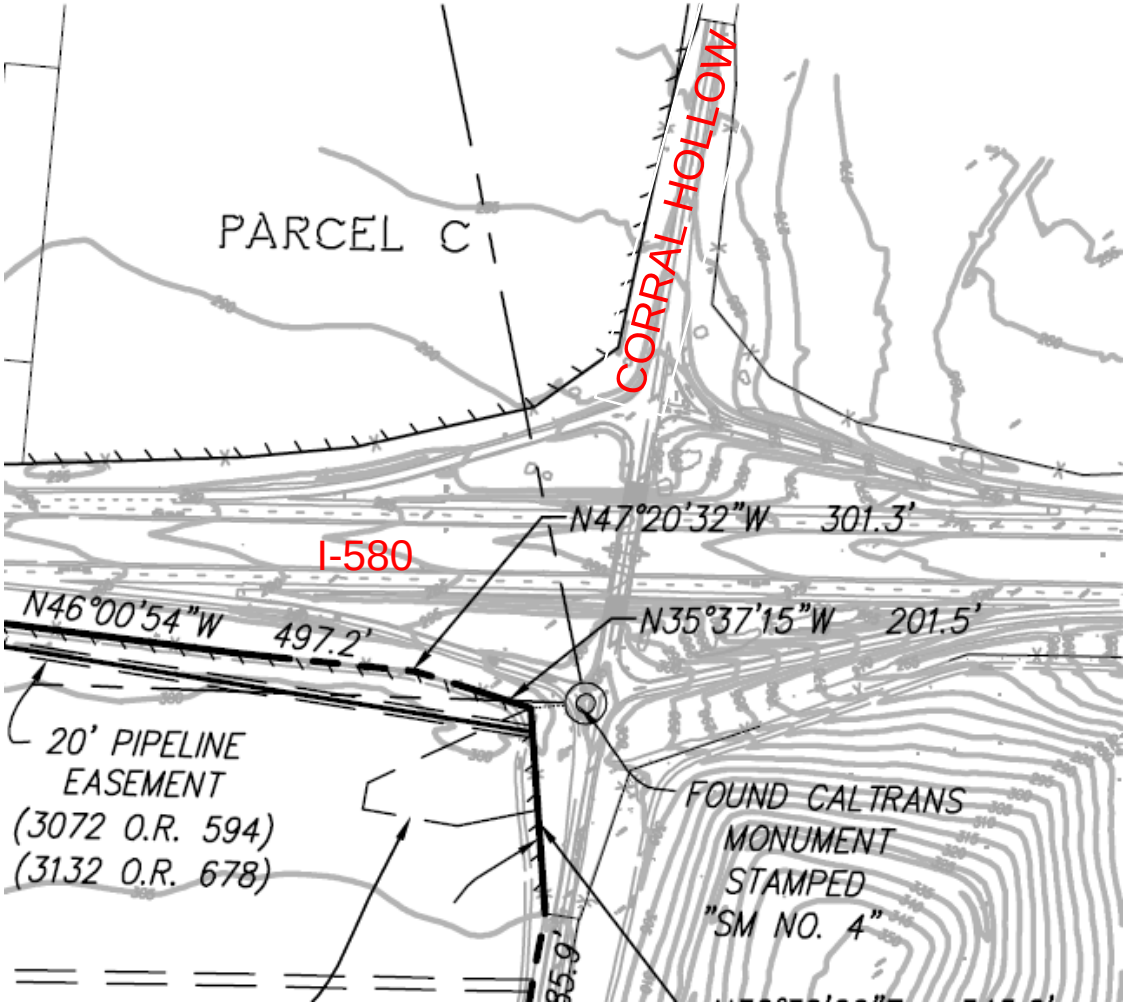
251-060-240 (portion of) and

253-040-100 (portion of)

CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

EXHIBIT "B"
(Location of Offsite Improvements)

EXHIBIT B- CORRAL HOLLOW ROAD AT I-580 INTERSECTION



CITY OF TRACY CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - CORRAL HOLLOW ROAD/ I-580 INTERCHANGE

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2 -ZONE 5 WATER LINE ACROSS AIRPORT

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT
PHASE 2 TRACY HILLS ZONE 5 WATER LINE ACROSS TRACY MUNICIPAL AIRPORT PROPERTY

This **CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS – PHASE 2 TRACY HILLS ZONE 5 WATER LINE ACROSS TRACY MUNICIPAL AIRPORT PROPERTY** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City"), on the one hand, and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by their signatures below.

B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("**DA**") under Application Number TSM16-001 and approved by Resolution 2016-065.

C. October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-

154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**").

E. Pursuant to the Conditions of Approval, Developer is required to construct the Zone 5 Water Line across Tracy Municipal Airport Property (the "**Offsite Improvements**"), as more particularly depicted in **Exhibit "B"**.

F. The final plans for the Offsite Improvements have not been approved as of the Effective Date. Developer has submitted improvement plans and specifications relating to the Offsite Improvements entitled "*Improvement Plans Zone 5 Water Line Tracy Hills*" and *"Improvement Plans Zone 5 Water Line Across the Tracy Municipal Airport Property Tracy Hills"* which have been assigned tracking number ENG21-0007, which work shall be approved by the City Engineer and, upon such approval, shall constitute the "Work". The location and details of the Work will be described fully in said future improvement plans, which upon approval by the City Engineer, shall be referred to as the "Plans and Specifications". The Plans and Specifications related to ENG21-0007 will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

G. Final approval of the plans requires the consent of the Federal Aviation Administration ("**FAA Consent**"). Because approved plans for the Offsite Improvements are not available prior to approval of the Final Subdivision Map, Developer has provided to City an initial engineer's estimate of the cost of developing the Offsite Improvements and the City Engineer has reviewed and approved that engineer's estimate (the "**Initial Engineer's Estimate**"). The Initial Engineer's Estimate is based upon the City's reasonable assumption of the range and amount of improvements within the Offsite Improvements and recent cost information provided in connection with development of improvements in the Tracy Hills development.

H. Developer will provide security in the amount of the Initial Engineer's Estimate for the timely performance of Condition C.2.6.1, as set forth below.

I. The final plans for the outstanding work have not been approved as of the Effective Date. The plans for the Offsite Improvements, upon approval by the City Engineer after the FAA Consent, shall constitute the "**Work**". The location and details of the Work will be described fully in the future improvement plans, which upon approval by the City

Engineer, shall be referred to as the "**Plans and Specifications**". The Plans and Specifications will be on file with the City Engineer and are automatically incorporated herein upon approval by the City Engineer.

J. Because Developer seeks to obtain City Council Final Subdivision Map approval and the Work is an outstanding Condition, Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Confirmation of Obligation and Posting of Security Prior to Trigger Event.**

   1.1. **Improvement Security.** Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 et seq. and Tracy Municipal Code Section 12.36.080, in the amount of $258,456.00 to secure faithful performance of this Agreement. The security shall be due and payable if construction of the Offsite Improvements have not commenced within the time provided in Section 2.

2. **Offsite Improvement Agreement.**

   2.1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. Developer shall perform all Work at the locations and grades per the Plans and Specifications. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

   2.2. **Enterprise Fund Compensation**. Developer acknowledges and agrees that a portion of the Offsite Improvements are traversing Tracy Municipal Airport, which is regulated by deed restrictions and various federal regulations requiring compensation to the Tracy Municipal Airport enterprise fund ("**Enterprise Fund**") for any non-aviation improvements made on, over or under such property. City is working to obtain FAA Consent for the value owed the Enterprise Fund for the Offsite Improvements as well as prior waterline improvements made on the property (collectively, "**Enterprise Fund Compensation**"). Developer shall make a one-time payment to the City in an amount equal to the portion of the Enterprise Fund Compensation attributable to the Offsite Improvements and the existing 24" Zone 4 water line (**"Developer Enterprise Fund Payment**") within thirty (30) days

after receipt of an invoice issued to Developer for the same by City upon City's procurement of FAA Consent of the final amounts owed.

2.3. **Time Of Performance**. Time is of the essence in the Developer's procurement of Plans and Specifications and performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall procure from the City approval of the Plans and Specifications and the Final Engineer's Estimate. Developer shall provide contract security in accordance with Section 2.8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate"**).

2.5. **Commencement of Work.** Work shall begin within 60 days after City providing Developer notice of (i) City obtaining the FAA Consent and (ii) the Final Plans and Specifications have been approved by the City Engineer. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.7. **Completion of Work**. Developer shall complete all Work no later than three hundred and sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.8. **Improvement Security**. At least thirty (30) days prior to the commencement of the Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Final Engineer's Estimate:

2.8.1. Faithful Performance security to secure faithful performance of this Agreement.

2.8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

2.8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

City shall release the improvement security posted pursuant to Section 1.1 upon the posting of all contract security required by this Section 2.8. If contract security is not timely provided in accordance with this Section 2.8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

2.9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 2.20, below, has expired, at which time the indemnification obligations under this Section 2.9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 2.9 are in addition to all other Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 2.20, below.

2.10. **Insurance**. From the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 2.10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

2.10.1. **General**. Developer shall, from the date the bonds are provided pursuant to Section 2.8 and through the remainder of the duration of the Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2.10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount

not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

2.10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

2.10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

2.10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

2.10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

2.10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

2.10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

2.10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

2.10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general

contractors, design professionals) to name it and the City as Additional Insureds.

2.10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

2.10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

2.10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

2.10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

2.10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

2.11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

2.12. Default

2.12.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

2.12.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

2.12.2.1.1.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

2.12.2.1.1.2. Developer abandons the Work site.

2.12.2.1.1.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 2.12.3 below.

2.12.2.1.1.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

2.12.2.1.1.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 2.12.3 below.

2.12.2.1.1.6. Developer fails to pay the Developer Enterprise Fund Payment within thirty days (30) of receipt of an invoice from the City.

2.12.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

2.12.3.1. Demand that Developer complete performance of the Work.

2.12.3.2. Demand that Developer's surety (if any) complete performance of the Work or pay for the Developer Enterprise Fund Payment.

2.12.3.3. Resort to any judicial remedies available to the City.

2.13. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

2.14. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

2.15. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

2.16. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the

City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

2.16.1. In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

2.17. **[Intentionally Left Blank]**

2.18. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 2.18.

2.19. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

2.20. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

2.21. **Notices**.

2.21.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com

With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

2.22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

2.23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

2.24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

2.25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

2.26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

2.27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

2.28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations,

representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)

B. Location of Offsite Improvements

C. Developer's Authorized Representative Information (Section 2.19.)

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

2.29. **Obligations Run With The Land**. All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.

2.30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures on Next Page]

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____

By: Adrianne Richardson

Title: City Clerk

Date: _____

Approved As To Form:

_____

By: Bijal Patel

Title: City Attorney
Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

_____

By: Bridgit Koller
Title: Vice President
Date: 6/25/24

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Conditional Subdivision Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[ATTACHED]

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte

(Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

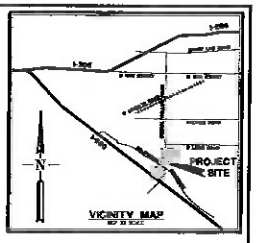
253-040-100 (portion of)

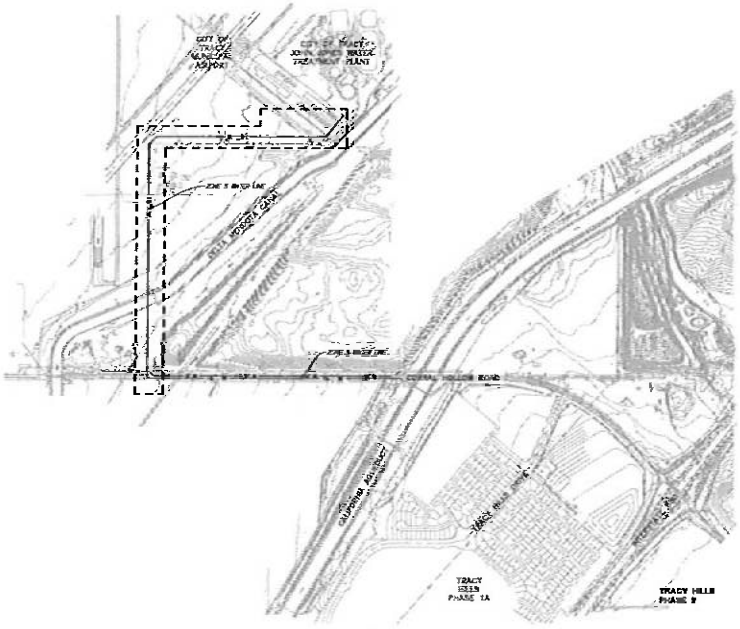
CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

EXHIBIT "B"
(Location of Offsite Improvements)

IMPROVEMENT PLANS
ZONE 5 WATER LINE
TRACY HILLS

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA





LOCATION MAP

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

CITY OF TRACY – CONDITIONAL OFFSITE IMPROVEMENT AGREEMENT, TRACY HILLS PHASE 2A -ZONE 5 WATER LINE ACROSS AIRPORT

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 CHOKE POINTS

Recording Requested By

City of Tracy
Development & Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 CHOKE POINTS

This **OFFSITE IMPROVEMENT AGREEMENT TRACY HILLS - PHASE 2 CHOKE POINTS** (hereinafter "Agreement") is made and entered into by and among the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC,** a California limited liability company ("**Developer**").

RECITALS

A. The Developer is the developer of the real property generally known as Tracy Hills Phase 4 hereinafter ("**Property**") and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. Tracy Phase 4, LLC, is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. On April 5, 2016, the Tracy City Council ("City Council") adopted the Tracy Hills Specific Plan ("Specific Plan") by Resolution 2016-065 and approved related land use entitlements via Resolution Nos. 2016-063, 2016-064, 2016-065, 2016-0066, and Ordinance No 1212 and also adopted that certain Development Agreement by and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, ("DA") pursuant to Ordinance No. 1213, under Application Number TSM16-001. In addition, in order to comply with the California Environmental Quality Act, the City Council certified as legally adequate a final environmental impact report and

adopted a mitigation and monitoring reporting program for the Tracy Hills Specific Plan via Resolution No. 2016-063 (the "EIR").

C. On October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("Tentative Map"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk and is incorporated herein by this reference.

D. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("Conditions of Approval").

E. As described Condition C.2.5.2, the development associated with the Tentative Map and other approved projects within the Corral Hollow sewer contributory area require certain "Phase 2 Choke Points Improvements" as defined in Condition C.2.5.2 (the "**Offsite Improvements**"). Condition C.2.5.2 states in part:

"In the event the City does not have adequate funding for Phase 2 Choke Points Improvements the Subdivider will contribute funding as determined by the City Engineer to cover shortfall in funding, so that the City can proceed with the construction of the improvement. Building permits will only be issued up to the available capacity in the Corral Hollow Sewer system as determined by the City Engineer. Subdivider will be eligible for fee credits and/or reimbursements in accordance with the Tracy Municipal Code."

F. The parties acknowledge and agree that the last sentence of Condition C.2.5.2 ("Subdivider will be eligible for fee credits and/or reimbursements in accordance with the Tracy Municipal Code") means the cost, as inflated, assigned to the Offsite Improvements in the 2013 Sewer Master Plan (collectively, the "**Credits/Reimbursements**").

G. The City currently estimates that the Offsite Improvements construction costs will be $10,789,233.00 (the "Engineer's Estimate").

H. As the Offsite Improvements are part of the 2013 Sewer Master Plan, the Developer has elected to construct such instead of funding the shortfall in accordance with the Tracy Municipal Code.

I. Therefore, City and Developer have agreed that Developer shall construct the Offsite Improvements as described in this Agreement and City is now prepared to move forward with the construction of the Phase 2 Choke Points Improvements (the "**Work**")

based on those certain plans prepared by West Yost entitled "Corral Hollow Sewer Capacity Upgrade: Phase 2 CIP 74165" on file with the City Engineer under Tracking Number CIP 74165 (the "**Plans and Specifications**").

J. The City currently estimates that a maximum of $4,636,557.00 of Credits/Reimbursements, as escalated through June 2023, is available for such improvements, which the City has agreed to apply towards the construction costs (the "**Maximum Reimbursement**"), which may leave a funding shortfall (the "**Funding Shortfall**"). Developer acknowledges that by constructing the Offsite Improvements, it shall not be entitled to Credits/Reimbursements beyond the Maximum Reimbursement and that the funding shortfall may exceed the Funding Shortfall.

K. Developer has requested to execute this Agreement, as authorized by Government Code Section 66462, to set forth binding terms and conditions by which Developer, if it elects to construct the Work (as defined below), must complete the Work subsequent to final map approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.
2. **Developer shall perform all Work at the locations and grades per the Plans and Specifications**. City shall provide all necessary easement or right-of-way required for the Work.
3. **Time Of Performance**. Time is of the essence in the performance of the Work. The timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
4. **Final Plans and Specifications and Engineer's Estimate**. Developer shall provide contract security in accordance with Section 8 ensuring performance for Work based on the final Engineer's Estimate for the work related to the Plans and Specifications (the **"Final Engineer's Estimate**").
5. **Commencement of Work.** Work shall begin within three (3) months after the City's approval of this Agreement. No later than fifteen (15) days prior to the

commencement of Work, Developer shall provide written notice (email being sufficient) to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided and contract security has been provided, and Developer shall not commence Work prior to the date specified in the written notice.

6. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

7. **Completion of Work**. Developer shall complete all Work no later than twelve (12) months commencement of Work pursuant to Section 5 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

8. **Improvement Security**. No later than thirty (30) days after the approval of this Agreement, Developer shall furnish new or additional contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the amounts determined by the City Engineer in the Engineer's Estimate:

   8.1. Faithful Performance security to secure faithful performance of this Agreement.

   8.2. Labor and Material security to secure payment by Developer to laborers and materialmen.

   8.3. Warranty security against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

   If contract security is not timely provided in accordance with this Section 8, City shall have the right to withhold approvals of additional final maps and/or building permits within Phase 2A and Phase 2B.

9. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 18, below, has expired, at which time the indemnification obligations under this Section 9 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 9 are in addition to all other

Developer's obligations set forth in this Agreement and shall not affect Developer's warranty obligations set forth in Section 18, below.

10. Insurance. From the date the bonds are provided pursuant to Section 8 and through the remainder of the duration of the Agreement, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 10 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

10.1. **General**. Developer shall maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

10.1.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

10.1.2. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

10.1.3. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

10.1.4. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

10.1.5. Workers' Compensation coverage shall be maintained as required by the State of California.

10.2. **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

10.2.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional

Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

10.2.2. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

10.2.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

10.3. **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

10.4. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

10.5. **Insurance Certificate.** Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney.

10.6. **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

10.7. **Developer's Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

11. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

12. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

13. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

14. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

15. **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer). In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

16. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("Authorized Representative") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "B" attached hereto includes the initial contact information referenced in this Section 16.

17. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

18. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

19. **Reimbursement**

19.1. Within thirty (30) calendar days of City Engineer verifying that Developer has completed the Work in accordance with the Plans and Specifications, City shall reimburse Developer the dollar amount of the Maximum Reimbursement.

19.2. Developer acknowledges it shall not be entitled to any other Credits/Reimbursements for the Work cumulatively exceeding the dollar amount of the Maximum Reimbursement.

20. Default

20.1. **Notice of Default.** In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

20.2. **Events of default**. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

20.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

20.2.2. Developer abandons the Work site.

20.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 20.3 below.

20.2.4. Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

20.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 20.3 below.

20.3. **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

20.3.1. Demand that Developer complete performance of the Work.

20.3.2. Demand that Developer's surety (if any) complete performance of the Work.

20.3.3. Resort to any judicial remedies available to the City.

20.3.4. For defaults of Section 8, impose the remedies described in Section 8.

21. Notices.

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City:	To Developer:

City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	Tracy Phase 4, LLC Attn: John Stanek/Caren Read 888 San Clemente, Suite 100 Newport Beach, CA 92660 jstanek@integralcommunities.com

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

22. **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

23. **Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

24. **Waivers**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

25. **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

26. **Jurisdiction and Venue**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

27. **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

28. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Description of Property (Recital A.)

    B. Developer's Authorized Representative Information (Section 16.)

    If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

29. **Obligations Run With The Land**. All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.

30. **Signatures**. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,

a municipal corporation

_____

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____

By: Adrianne Richardson
Title: City Clerk

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC

a California limited liability company

_____

By: Bridgit Koller
Title: Vice President
Date: 6/26/24

CITY OF TRACY OFFSITE IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 2 CHOKE POINTS

Approved As To Form:

_____
By: Bijal Patel

Title: City Attorney
Date: _____

Consent to Recordation

TRACY PHASE 4, LLC is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Offsite Improvement Agreement.

TRACY PHASE 4, LLC
a Delaware limited liability company

By: _____

Name: John Stanek

Its: Authorized Representative

[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 Contra Costa

On this 26th day of June, 2024 before me, Lauren Mary Morte, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: Lauren Mary Morte (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 25 day of June, 2024 before me, Cheri Lynn Nolte, Notary Public, personally appeared Bridgit Koller & John Stanek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheri Lynn Nolte (Seal)

CHERI LYNN NOLTE
Notary Public - California
San Joaquin County
Commission # 2346307
My Comm. Expires Feb 10, 2025

EXHIBIT A
(Property Description)

LEGAL DESCRIPTION
Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

PARCEL 1:

NEW PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS 23-0004 RECORDED NOVEMBER 28, 2023 AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING ALL OF NEW PARCEL 1 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062989 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING A PORTION OF NEW PARCEL 2 AS SAID PARCEL IS DESCRIBED AND DEPICTED IN THE GRANT DEED TO TRACY PHASE 3, LLC, RECORDED ON AUGUST 9, 2023 AS DOCUMENT NO. 2023-062990 OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID NEW PARCEL 1 THENCE ALONG THE EAST LINES OF SAID NEW PARCELS 1 AND 2 THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 53° 19' 26" EAST - 660.88 FEET;

2) SOUTH 56° 06' 02" EAST - 501.22 FEET;

3) SOUTH 52° 05' 47" EAST - 700.00 FEET;

4) SOUTH 50° 03' 03" EAST - 700.45 FEET;

5) SOUTH 56° 51' 36" EAST - 301.04 FEET;

6) SOUTH 52° 05' 47" EAST - 1000.00 FEET;

7) SOUTH 49° 48' 21" EAST, AT 304.50 FEET PASSING THE COMMON EAST CORNER TO NEW PARCELS 1 AND 2, IN ALL 500.40 FEET;

8) SOUTH 53° 43' 58" EAST - 700.29 FEET;

9) SOUTH 52° 05' 47" EAST - 1300.00 FEET;

10) SOUTH 50° 11' 14" EAST - 600.33 FEET;

11) SOUTH 52° 05' 47" EAST - 300.00 FEET;

12) SOUTH 53° 14' 32" EAST 811.28 FEET FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE CROSSING THROUGH NEW PARCEL 2 THE FOLLOWING SIXTY-ONE (61) COURSES:

1) SOUTH 36° 45' 28" WEST - 151.15 FEET;

2) NORTH 52° 06' 57" WEST - 17.00 FEET;

3) SOUTH 37° 53' 03" WEST - 41.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

4) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

5) SOUTH 37° 53' 03" WEST - 167.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

7) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

9) SOUTH 37° 53' 03" WEST - 80.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

10) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

11) SOUTH 37° 53' 03" WEST - 57.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

12) IN A SOUTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

13) SOUTH 37° 53' 03" WEST - 168.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

14) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

15) SOUTH 37° 53' 03" WEST - 57.00 FEET;

16) SOUTH 52° 06' 57" EAST - 5.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

18) SOUTH 37° 53' 03" WEST - 176.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

19) IN A WESTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 57.00 FEET;

21) SOUTH 52° 06' 57" EAST - 64.68 FEET;

22) SOUTH 37° 53' 03" WEST - 208.00 FEET;

23) SOUTH 52° 06' 57" EAST - 876.82 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A SOUTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

25) SOUTH 37° 53' 03" WEST - 292.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

27) NORTH 52° 06' 57" WEST - 21.00 FEET;

28) SOUTH 37° 53' 03" WEST - 57.00 FEET;

29) SOUTH 52° 06' 57" EAST - 12.50 FEET;

30) SOUTH 37° 53' 03" WEST - 3.00 FEET;

31) SOUTH 52° 06' 57" EAST - 6.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVETO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

33) SOUTH 37° 53' 03" WEST - 942.10 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

34) IN A SOUTHWESTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

35) SOUTH 16° 34' 16" WEST - 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

36) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

37) NORTH 73° 25' 44" WEST - 16.00 FEET;

38) SOUTH 16° 34' 16" WEST - 57.00 FEET;

39) SOUTH 73° 25' 44" EAST - 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

40) IN A SOUTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

41) SOUTH 16° 34' 16" WEST - 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

42) IN A SOUTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;

43) CONTINUING IN A SOUTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

44) SOUTH 16° 34' 16" WEST - 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

45) IN A SOUTHWESTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

46) NORTH 76° 09' 59" WEST - 1.68 FEET;

47) SOUTH 13° 50' 01" WEST - 56.00 FEET;

48) SOUTH 76° 09' 59" EAST - 5.10 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

49) IN A SOUTHEASTERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

50) SOUTH 16° 34' 16" WEST - 7.74 FEET;

51) SOUTH 73° 25' 44" EAST - 57.00 FEET;

52) SOUTH 16° 34' 16" WEST - 37.53 FEET;

53) SOUTH 52° 06' 57" EAST - 595.39 FEET;

54) SOUTH 40° 06' 22" WEST - 131.53 FEET;

55) SOUTH 29° 13' 05" WEST - 41.67 FEET;

56) SOUTH 47° 07' 54" WEST - 115.46 FEET;

57) SOUTH 45° 09' 31" WEST - 241.24 FEET;

58) SOUTH 45° 21' 00" WEST - 69.92 FEET;

59) SOUTH 61° 48' 50" WEST - 305.17 FEET;

60) SOUTH 45° 20' 57" WEST - 485.89 FEET;

61) SOUTH 85° 06' 47" WEST - 214.60 FEET TO A SOUTHWESTERLY CORNER OF SAID NEW PARCEL 2, SAID CORNER BEIGN AT THE NORTHEASTERLY TERMINUS OF A LINE LABELED AS NORTH 22° 25' 06" EAST - 50.07 FEET;

THENCE ALONG THE WEST LINES OF NEW PARCELS 1 AND 2, THE FOLLOWING THIRTY-SIX (36) COURSES:

1) NORTH 67° 34' 55" WEST - 91.49 FEET;

2) NORTH 53° 52' 01" WEST - 918.37 FEET;

3) NORTH 19° 27' 10" WEST - 85.89 FEET;

4) SOUTH 86° 30' 03" WEST - 46.95 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 03° 19' 57" WEST;

5) IN A NORTHWESTERLY DIRECTION 1081.94 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 921.00 FEET AND THROUGH A CENTRAL ANGLE OF 67° 18' 29";

6) NORTH 26° 02' 37" WEST - 364.68 FEET;

7) NORTH 28° 16' 00" WEST - 415.82 FEET;

8) NORTH 37° 55' 00" WEST - 356.76 FEET;

9) NORTH 41° 08' 50" WEST - 347.13 FEET;

10) NORTH 44° 08' 49" WEST - 62.07 FEET;

11) NORTH 24° 46' 15" WEST - 435.91 FEET;

12) NORTH 00° 46' 52" WEST - 53.79 FEET;

13) NORTH 05° 22' 35" EAST - 382.86 FEET;

14) NORTH 09° 49' 55" EAST - 214.10 FEET;

15) NORTH 03° 22' 45" EAST - 395.20 FEET;

16) NORTH 19° 38' 09" WEST - 2750.87 FEET;

17) NORTH 10° 40' 59" WEST, AT 81.67 FEET PASSING THE COMMON WEST CORNER TO NEW PARCELS 1 & 2, IN ALL 293.96 FEET;

18) NORTH 72° 57' 45" WEST - 464.35 FEET;

19) NORTH 78° 35' 30" WEST - 261.49 FEET;

20) NORTH 73° 29' 44" WEST - 210.75 FEET;

21) SOUTH 80° 05' 25" WEST - 222.48 FEET;

22) NORTH 17° 43' 06" WEST - 252.76 FEET;

23) NORTH 15° 25' 05" EAST - 144.97 FEET;

24) NORTH 16° 17' 49" WEST - 107.32 FEET;

25) NORTH 53° 28' 10" WEST - 77.09 FEET;

26) NORTH 32° 20' 29" WEST - 120.34 FEET;

27) NORTH 08° 22' 12" WEST - 196.02 FEET;

28) NORTH 10° 59' 55" EAST - 175.33 FEET;

29) NORTH 20° 34' 58" EAST - 170.92 FEET;

30) NORTH 07° 48' 28" EAST - 336.20 FEET;

31) NORTH 00° 09' 49" EAST - 144.59 FEET;

32) NORTH 08° 00' 19" WEST - 330.77 FEET;

33) NORTH 03° 33' 57" EAST - 523.83 FEET;

34) NORTH 54° 38' 01" WEST - 83.61 FEET;

35) NORTH 43° 40' 49" EAST - 758.85 FEET;

36) NORTH 36° 40' 34" EAST - 99.99 FEET TO THE POINT OF BEGINNING.

APN: 251-060-080,

251-060-250,

251-060-240 (portion of) and

253-040-100 (portion of)

EXHIBIT "B"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Bridgit Koller	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

EXHIBIT G-1

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106024

IRREVOCABLE OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company represent that, as the owners of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants a public utility easement to THE CITY OF TRACY, A MUNICIPAL CORPORATION, over, through and under, the hereinafter described real property.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company

Grantor Signatures:

Signature

James Broderick, Authorized Representative

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of easement interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

Signature: _____

[Seal]

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EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL A AS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED NOVEMBER 29, 2023 AS DOCUMENT NO. 2023-097078, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUE-1

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 269.05 FEET; THENCE ALONG SAID WESTERLY LINE SOUTH 37° 53' 03" WEST - 197.39 FEET FOR THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 37° 53' 03" WEST - 22.63 FEET;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 52° 06' 57" WEST - 10.00 FEET;
2) NORTH 37° 53' 03" EAST - 22.63 FEET;
3) SOUTH 52° 06' 57" EAST - 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-2

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 269.05 FEET; THENCE ALONG SAID WESTERLY LINE SOUTH 37° 53' 03" WEST – 232.06 FEET

EXHIBIT A

FOR THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 37° 53' 03" WEST - 22.63 FEET;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 52° 06' 57" WEST - 10.00 FEET;
2) NORTH 37° 53' 03" EAST - 22.63 FEET;
3) SOUTH 52° 06' 57" EAST - 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-3

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 942.10 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 37° 53' 03" WEST - 98.21 FEET FOR THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE SEGMENT SOUTH 37° 53' 03" WEST - 19.42 FEET;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 52° 06' 57" WEST - 8.50 FEET;
2) NORTH 37° 53' 03" EAST - 19.42 FEET;
3) SOUTH 52° 06' 57" EAST - 8.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **165 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-4

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 942.10 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 37° 53' 03" EAST - 80.38 FEET FOR THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 52° 06' 57" WEST - 8.00 FEET;
2) NORTH 37° 53' 03" EAST - 17.50 FEET;
3) SOUTH 52° 06' 57" EAST - 8.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 37° 53' 03" WEST - 17.50 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING.**

CONTAINING A LAND AREA OF **140 SQUARE FEET**, MORE OR LESS.

PUE-5

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 37° 53' 03" EAST - 942.10 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 37° 53' 03" EAST - 52.45 FEET FOR THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

EXHIBIT A

1) NORTH 52° 06' 57" WEST - 8.50 FEET;
2) NORTH 37° 53' 03" EAST - 19.42 FEET;
3) SOUTH 52° 06' 57" EAST - 8.50 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 37° 53' 03" WEST - 19.42 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **165 SQUARE FEET**, MORE OR LESS.

PUE-6

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 16° 34' 16" EAST - 282.68 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 16° 34' 16" EAST – 68.58 FEET FOR THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 73° 25' 44" WEST - 10.00 FEET;
2) NORTH 16° 34' 16" EAST - 22.63 FEET;
3) SOUTH 73° 25' 44" EAST - 10.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 16° 34' 16" WEST - 22.63 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-7

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF THE STANEK AVENUE LABELED AS NORTH 16° 34' 16" EAST - 282.68 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 16° 34' 16" EAST - 32.82 FEET FOR THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 73° 25' 44" WEST - 10.00 FEET;
2) NORTH 16° 34' 16" EAST - 22.63 FEET;
3) SOUTH 73° 25' 44" EAST - 10.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 16° 34' 16" WEST - 22.63 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-8

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF STANEK AVENUE LABELED AS NORTH 16° 34' 16" EAST - 74.99 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 16° 34' 16" EAST - 22.32 FEET FOR THE **POINT OF BEGINNING**; THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 73° 25' 44" WEST - 10.00 FEET;

EXHIBIT A

2) NORTH 16° 34' 16" EAST - 22.63 FEET;

3) SOUTH 73° 25' 44" EAST - 10.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE;

THENCE SOUTH 16° 34' 16" WEST - 22.63 FEET ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING.**

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-9

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THE WESTERLY LINE OF STANEK AVENUE LABELED AS NORTH 16° 34' 16" EAST - 74.99 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 16° 34' 16" EAST - 58.08 FEET FOR THE **POINT OF BEGINNING**; THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 73° 28' 16" WEST 10.00 FEET;

2) NORTH 16° 31' 44" EAST 22.64 FEET;

3) SOUTH 73° 25' 44" EAST 10.00 FEET TO A POINT ON THE WESTERLY LINE OF STANEK AVENUE, HEREAFTER REFFERED TO AS "**POINT A**", SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 73° 45' 44" WEST;

THENCE SOUTHERLY, ALONG SAID WEST LINE OF STANEK AVENUE FOR THE FOLLOWING TWO (2) COURSES:

EXHIBIT A

1) IN A SOUTHERLY DIRECTION 5.71 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 00° 20' 00";
2) SOUTH 16° 34' 16" WEST 16.91 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **226 SQUARE FEET**, MORE OR LESS.

PUE-10

COMMENCING AT SAID "**POINT A**", SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 73° 45' 44" WEST; THENCE NORTHERLY, 25.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 1° 28' 17" TO THE **POINT OF BEGINNING** HEREOF;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 75° 45' 28" WEST, 9.00 FEET;
2) NORTH 14° 19' 23", 19.42 FEET;
3) SOUTH 75° 45' 28" EAST, 9.00 FEET TO A POINT ON THE WEST LINE OF STANEK AVENUE, HEREAFTER REFERRED TO AS "**POINT B**", SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 75° 37' 46" EAST;

THENCE ALONG THE WEST LINE OF STANEK AVENUE FOR THE FOLLOWING TWO (2) COURSES:

EXHIBIT A

1) IN A SOUTHERLY DIRECTION, 6.43 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 00° 21' 44" FOR THE BEGINNING OF A REVERSE CURVE, THE CENTER OF WHICH BEARS NORTH 75° 59' 29" WEST;
2) IN A SOUTHERLY DIRECTION, 12.99 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 00° 45' 28" TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **175 SQUARE FEET**, MORE OR LESS.

PUE-11

COMMENCING AT SAID "**POINT B**", SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 75° 37' 46" EAST;

THENCE NORTHERLY, 8.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 0° 29' 34" TO THE **POINT OF BEGINNING** HEREOF;

THENCE CROSSING THROUGH NEW PARCEL A THE FOLLOWING THREE (3) COURSES:

1) NORTH 74° 37' 37" WEST 8.54 FEET;
2) NORTH 15° 21' 22" EAST 17.50 FEET;
3) SOUTH 74° 37' 37" EAST 8.54 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 74° 09' 06" EAST;

EXHIBIT A

IN A SOUTHERLY DIRECTION, 17.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 00° 59' 06" TO THE **POINT OF BEGINNING**

CONTAINING A LAND AREA OF **149 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART THEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

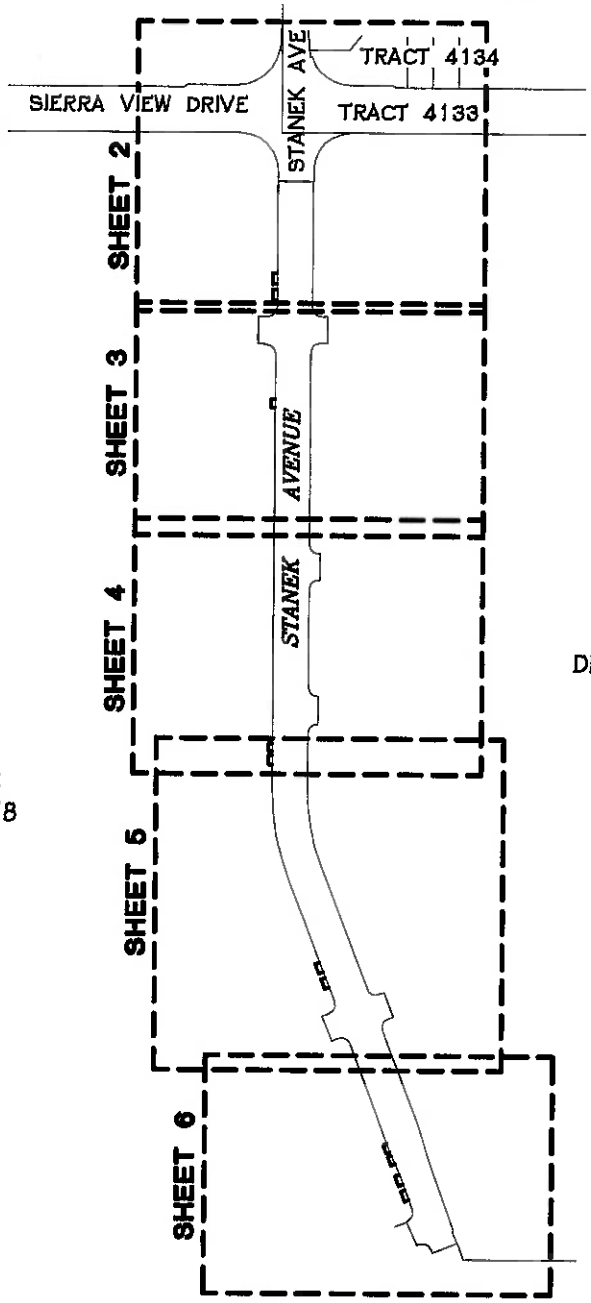
Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:53:41 -07'00'



SCOTT A. SHORTLIDGE _____ DATE _____

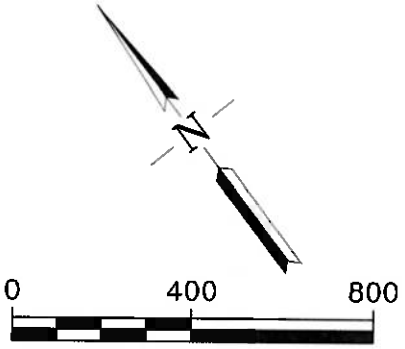
EXHIBIT B
PLAT



MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



1 inch = 400 ft.

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:53:01 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

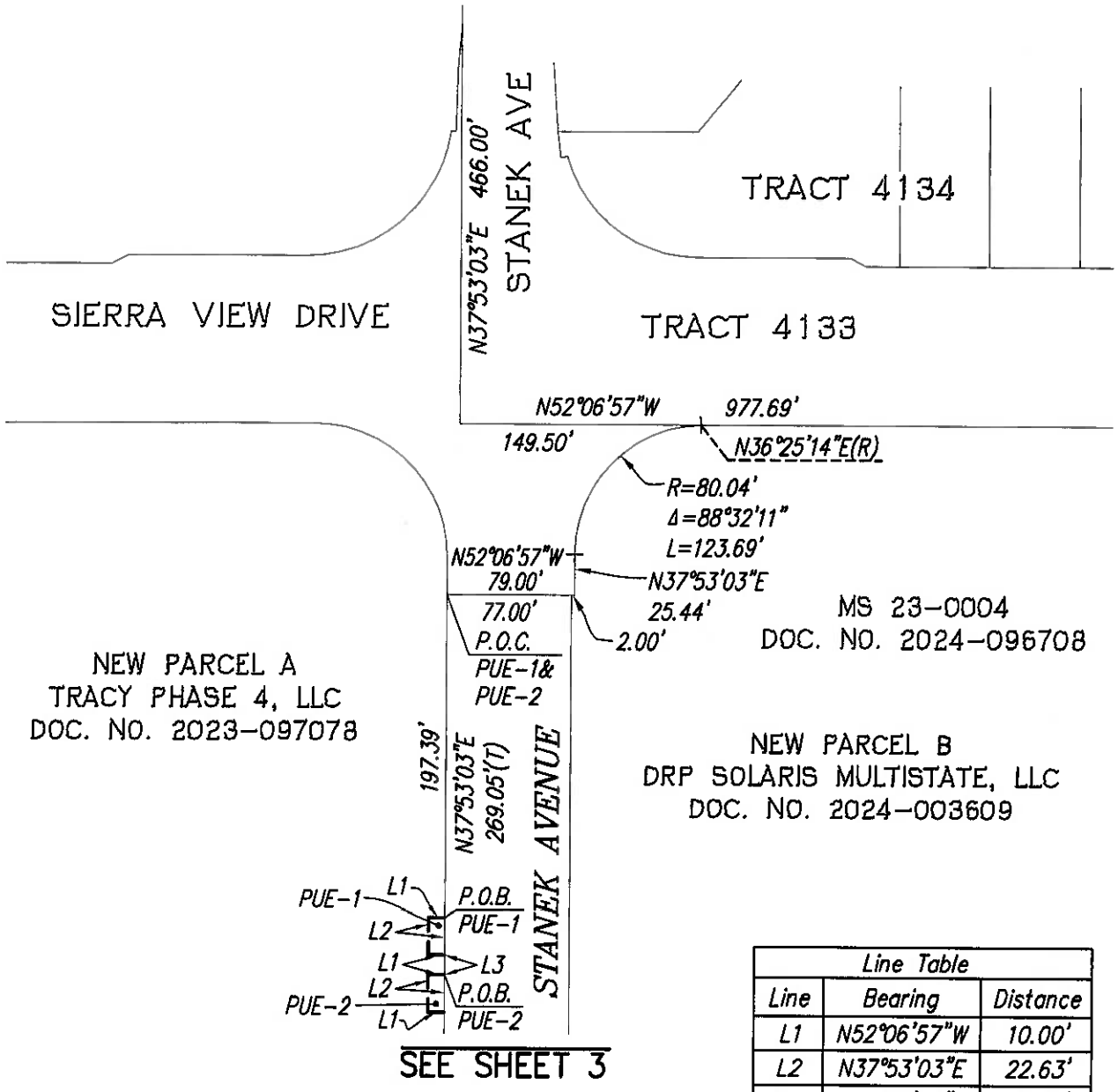
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 6

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 400'	2-20-2024	201068VTM

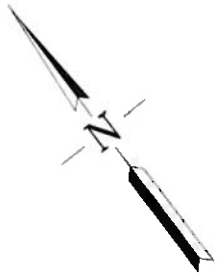
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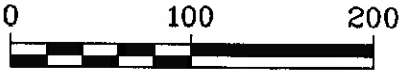


Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	10.00'
L2	N37°53'03"E	22.63'
L3	N37°53'03"E	12.04'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL





1 inch = 100 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

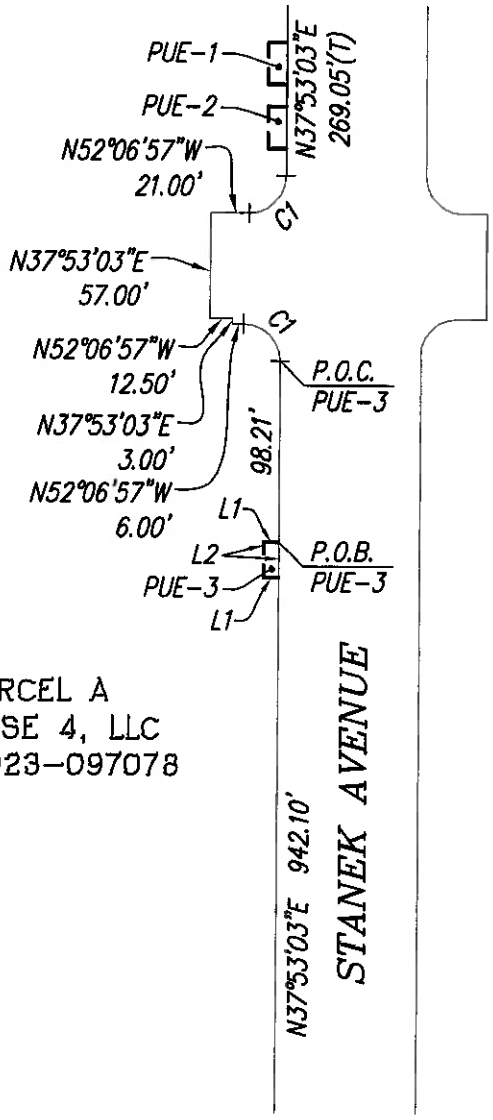
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-20-2024	201068VTM

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SEE SHEET 2



Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	8.50'
L2	N37°53'03"E	19.42'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

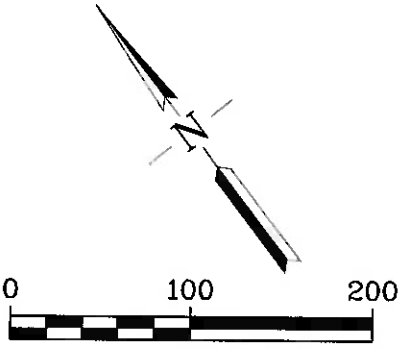
MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

SEE SHEET 4

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL



1 inch = 100 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
1" = 100'	2-20-2024	201068VTM

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SEE SHEET 3

Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	8.50'
L2	N37°53'03"E	19.42'
L3	N52°06'57"W	8.00'
L4	N37°53'03"E	17.50'
L5	N37°53'03"E	8.51'

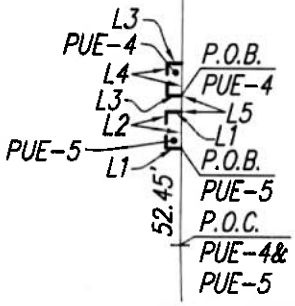
NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

MS 23-0004
DOC. NO. 2024-096708

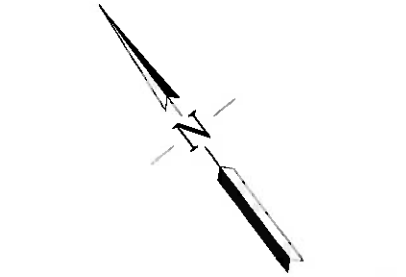
NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

STANEK AVENUE

N37°53'03"E 942.10'



SEE SHEET 5



1 inch = 100 ft.

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL

EXHIBIT B

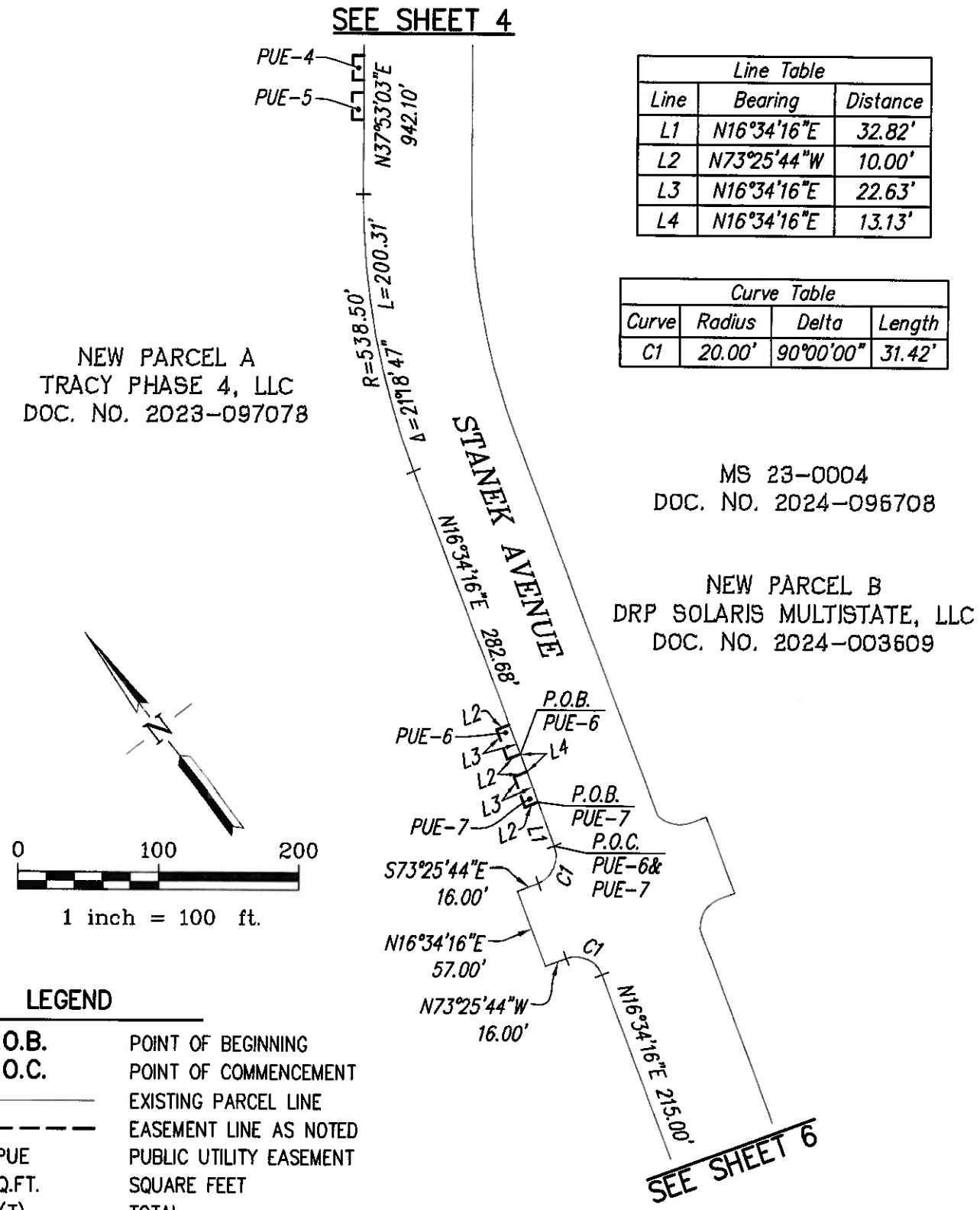
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
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Line Table		
Line	Bearing	Distance
L1	N16°34'16"E	32.82'
L2	N73°25'44"W	10.00'
L3	N16°34'16"E	22.63'
L4	N16°34'16"E	13.13'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

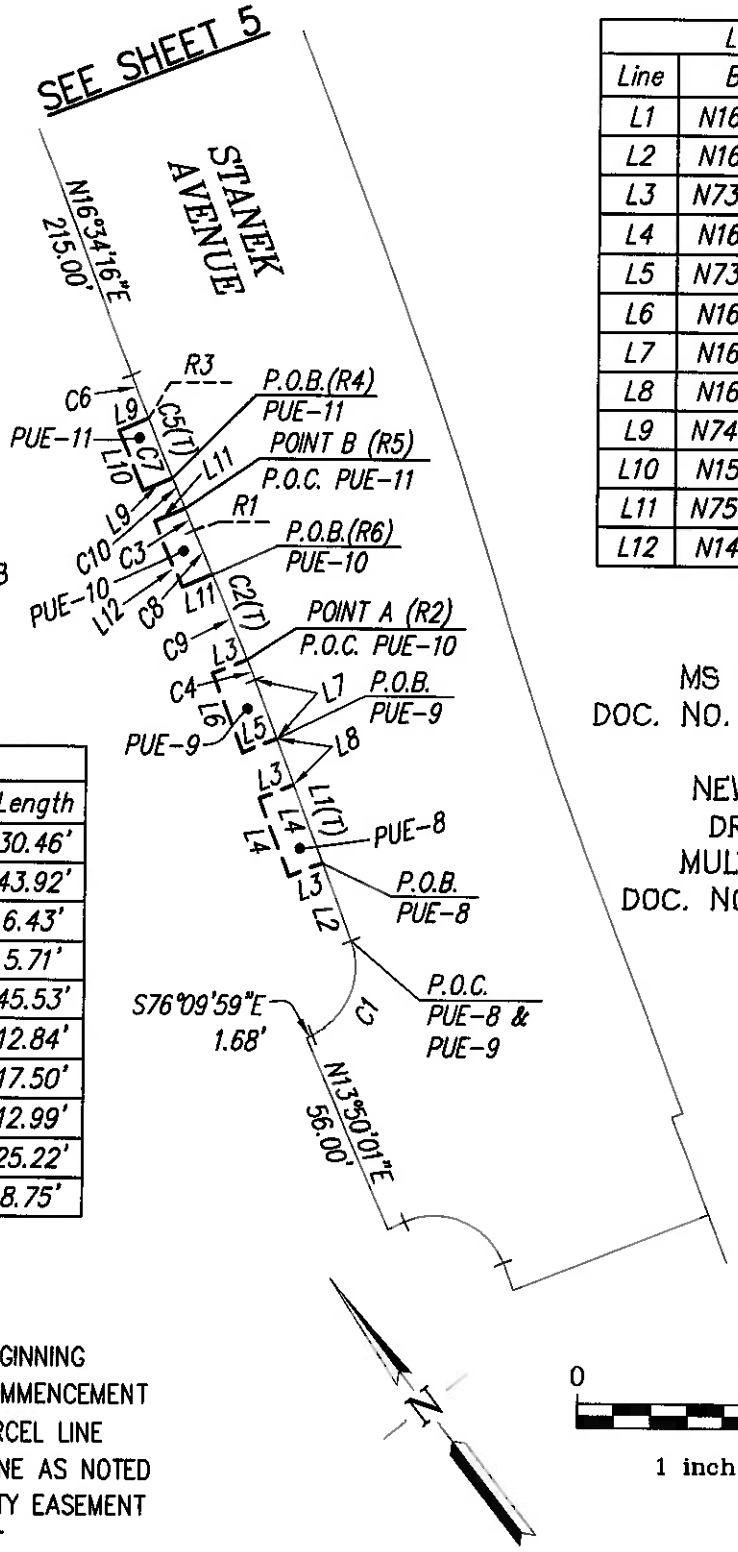
SHEET 5 OF 6

RJA
RUGGERI-JENSEN-AZAR
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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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SCALE:	DATE:	JOB NO.:
1" = 100'	2-20-2024	201068VTM

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Radial Bearing Table	
No.	Bearing
R1	N75°59'29"W
R2	N73°45'44"W
R3	N74°09'06"W
R4	N75°08'12"W
R5	N75°37'46"W
R6	N75°14'01"W



Line Table		
Line	Bearing	Distance
L1	N16°34'16"E	74.99'
L2	N16°34'16"E	22.32'
L3	N73°25'44"W	10.00'
L4	N16°34'16"E	22.63'
L5	N73°28'16"W	10.00'
L6	N16°31'44"E	22.64'
L7	N16°34'16"E	16.91'
L8	N16°34'16"E	13.13'
L9	N74°37'37"W	8.54'
L10	N15°21'22"E	17.50'
L11	N75°45'28"W	9.00'
L12	N14°19'23"E	19.42'

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL B
DRP SOLARIS
MULTISTATE, LLC
DOC. NO. 2024-003609

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	87°15'46"	30.46'
C2	982.00'	2°33'45"	43.92'
C3	1018.00'	0°21'44"	6.43'
C4	982.00'	0°20'00"	5.71'
C5	1018.00'	2°33'45"	45.53'
C6	1018.00'	0°43'22"	12.84'
C7	1018.00'	0°59'06"	17.50'
C8	982.00'	0°45'28"	12.99'
C9	982.00'	1°28'17"	25.22'
C10	1018.00'	0°29'34"	8.75'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
- - - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
(T)	TOTAL

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 50'	2-20-2024	201068VTM

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EXHIBIT G-2

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APN: a portion of 25106024

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company represe nt that,as the owner of the herein-described real property (in the case of multiple owners,collectively referred to as "Grantor"), Grantor hereby makes an Irrevocabl e Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this 9th day of May, 2024
Corporation/Business Name: DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company

Grantor Signatures:

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: _____

Name: Houdin Honarvar
Its: Authorized Signatory

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required*
Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

State of New York)
) ss.:
County of New York)

On the 9th day of April in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual~~(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 capacity(ies), and that by his/her/their signature~~(s)~~ on the instrument, the individual(s), or the person upon behalf of which the individual~~(s)~~ acted, executed the instrument.

(Signature and office of individual taking acknowledgment.)

MILA JANETTE SUNIO
Notary Public - State of New York
NO. 01SU6431449
Qualified in New York County
My Commission Expires Apr 4, 2026

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS DESCRIBED IN THE GRANT DEED TO DRP SOLARIS MULTISTATE, LLC, RECORDED ON JANUARY 12, 2024 UNDER DOCUMENT NO. 2024-003609, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A WESTERLY CORNER OF NEW PARCEL B, SAID CORNER BEING THE NORTHERLY TERMINUS OF A COURSE LABELED NORTH 37° 53' 03" EAST 292.50 FEET; THENCE SOUTHERLY ALONG SAID LINE, SOUTH 37° 53' 03" WEST 23.45 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH NEW PARCEL B THE FOLLOWING THIRTY-FOUR (34) COURSES:

1) SOUTH 52° 06' 57" EAST - 77.00 FEET
2) SOUTH 37° 53' 03" WEST - 269.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
3) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
4) SOUTH 52° 06' 57" EAST - 13.50 FEET;
5) SOUTH 37° 53' 03" WEST - 57.00 FEET;
6) NORTH 52° 06' 57" WEST - 16.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

EXHIBIT A

7) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
8) SOUTH 37° 53' 03" WEST - 417.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
9) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
10) SOUTH 52° 06' 57" EAST - 4.50 FEET;
11) SOUTH 37° 53' 03" WEST - 57.00 FEET;
12) NORTH 52° 06' 57" WEST - 4.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
13) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
14) SOUTH 37° 53' 03" WEST - 212.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT
15) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
16) SOUTH 52° 06' 57" EAST - 2.00 FEET;
17) SOUTH 37° 53' 03" WEST - 60.00 FEET;

EXHIBIT A

18) NORTH 52° 06' 57" WEST - 2.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

19) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 53' 03" WEST - 119.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

21) IN A SOUTHWESTERLY DIRECTION 171.67 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 461.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

22) SOUTH 16° 34' 16" WEST - 289.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 78° 12' 48" EAST;

23) IN A SOUTHEASTERLY DIRECTION 26.90 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 61° 38' 33";

24) SOUTH 73° 25' 44" EAST - 10.00 FEET;

25) SOUTH 16° 34' 16" WEST - 57.00 FEET;

26) NORTH 73° 25' 44" WEST - 12.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

27) IN A SOUTHWESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

EXHIBIT A

28) SOUTH 16° 34' 16" WEST - 215.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT

29) IN A SOUTHERLY DIRECTION 84.78 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1013.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 47' 42" FOR THE BEGINNING OF A REVERSE CURVE, THE CENTER OF WHICH BEARS SOUTH 68° 38' 02" EAST;

30) IN A SOUTHERLY DIRECTION 82.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 987.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 47' 42";

31) SOUTH 16° 34' 16" WEST - 72.76 FEET;

32) NORTH 73° 25' 44" WEST - 3.00 FEET;

33) SOUTH 16° 34' 16" WEST - 27.94 FEET;

34) NORTH 73° 25' 44" WEST - 57.00 FEET TO THE WEST LINE OF SAID NEW PARCEL B;

THENCE NORTHERLY ALONG SAID WEST LINE FOR THE FOLLOWING TWENTY-SIX (26) COURSES:

1) NORTH 16° 34' 16" EAST - 7.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

2) IN A NORTHERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";

3) NORTH 76° 09' 59" WEST - 5.10 FEET;

EXHIBIT A

4) NORTH 13° 50' 01" EAST - 56.00 FEET;

5) SOUTH 76° 09' 59" EAST - 1.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

6) IN A NORTHEASTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";

7) NORTH 16° 34' 16" EAST - 74.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

8) IN A NORTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" TO THE BEGINNING OF A REVERSE CURVE FROM WHICH THE CENTER BEARS SOUTH 75° 59' 29" EAST;

9) IN A NORTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";

10) NORTH 16° 34' 16" EAST - 215.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

11) IN A NORTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

12) NORTH 73° 25' 44" WEST - 16.00 FEET;

13) NORTH 16° 34' 16" EAST - 57.00 FEET;

EXHIBIT A

14) SOUTH 73° 25' 44" EAST - 16.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT

15) IN A NORTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

16) NORTH 16° 34' 16" EAST - 282.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

17) IN A NORTHEASTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";

18) NORTH 37° 53' 03" EAST - 942.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT

19) IN A NORTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) NORTH 52° 06' 57" WEST - 6.00 FEET;

21) NORTH 37° 53' 03" EAST - 3.00 FEET;

22) NORTH 52° 06' 57" WEST - 12.50 FEET;

23) NORTH 37° 53' 03" EAST - 57.00 FEET;

24) SOUTH 52° 06' 57" EAST - 21.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

EXHIBIT A

25) IN AN EASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

26) NORTH 37° 53' 03" EAST - 269.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **192,855 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B – PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART THEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

Scott Shortlidge

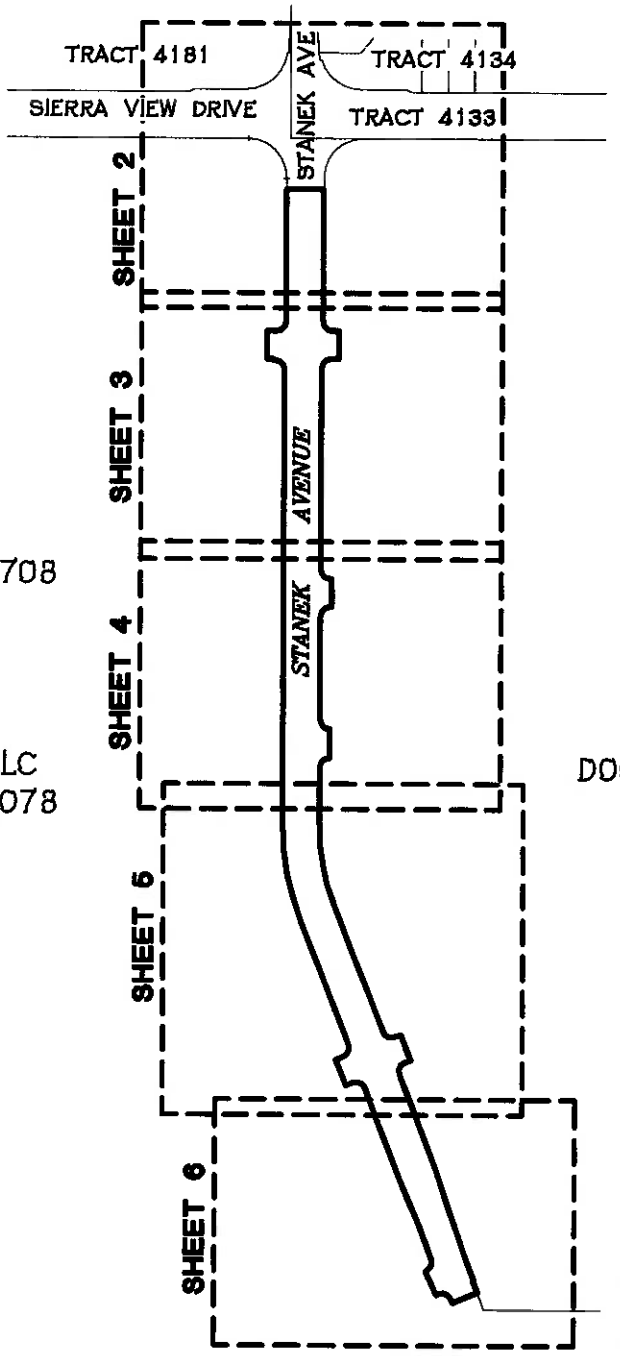
Digitally signed by Scott Shortlidge
Date: 2024.05.03 12:24:35 -07'00'



SCOTT A. SHORTLIDGE

DATE

EXHIBIT B
PLAT



MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

TRACT 4182

NEW PARCEL B
DRP SOLARIS
MULTISTATE, LLC
DOC. NO. 2024-003609

N

0 400 800

1 inch = 400 ft.

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:51:33 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

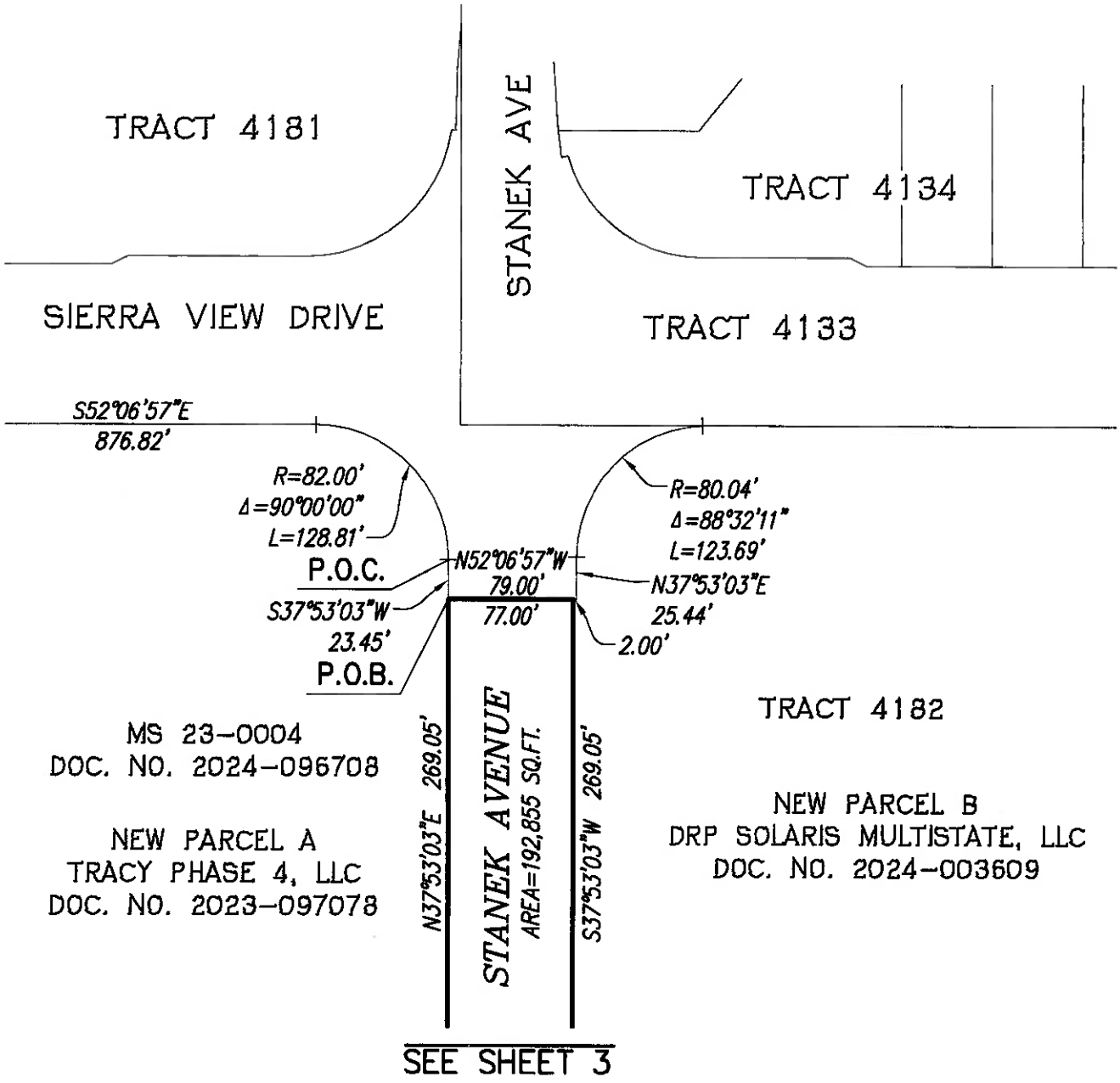
EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION IRREVOCABLE OFFER OF DEDICATION FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

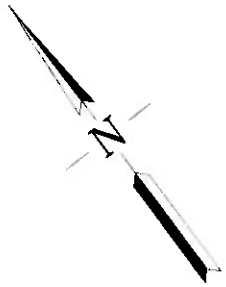
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 400'	2-22-2024	201068VTM



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET



0 100 200

1 inch = 100 ft.

EXHIBIT B

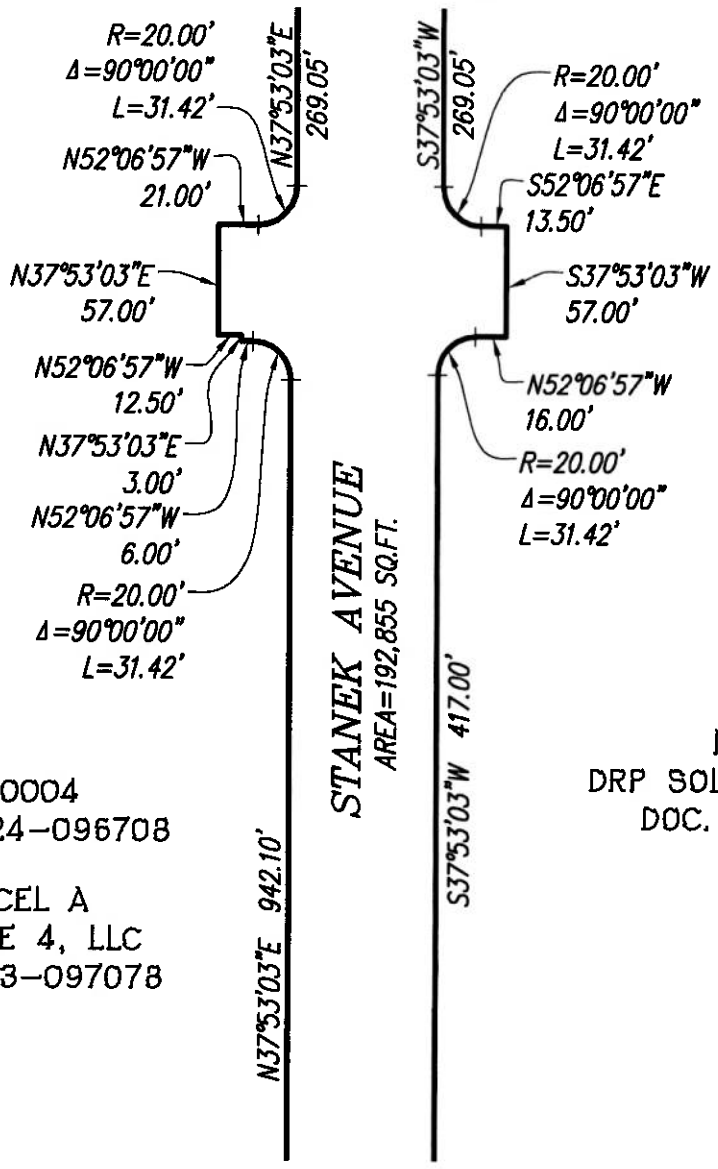
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM

SEE SHEET 2



MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

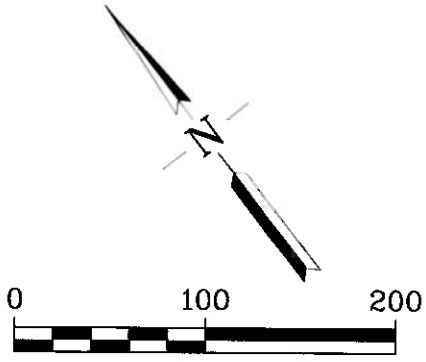
TRACT 4182

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

SEE SHEET 4

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET



1 inch = 100 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM

SEE SHEET 3

MS 23-0004
DOC. NO. 2024-096708

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

N37°53'03"E 942.10'

STANEK AVENUE
AREA=192,855 SQ.FT.

S37°53'03"W 417.00'

R=20.00'
Δ=90°00'00"
L=31.42'

S52°06'57"E
4.50'

S37°53'03"W
57.00'

N52°06'57"W
4.50'

R=20.00'
Δ=90°00'00"
L=31.42'

S37°53'03"W 212.00'

R=20.00'
Δ=90°00'00"
L=31.42'

S52°06'57"E
2.00'

S37°53'03"W
60.00'

N52°06'57"W
2.00'

R=20.00'
Δ=90°00'00"
L=31.42'

S37°53'03"W 119.10'

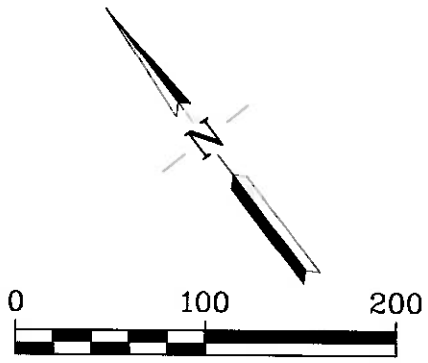
TRACT 4182

NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

SEE SHEET 5

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET



1 inch = 100 ft.

EXHIBIT B

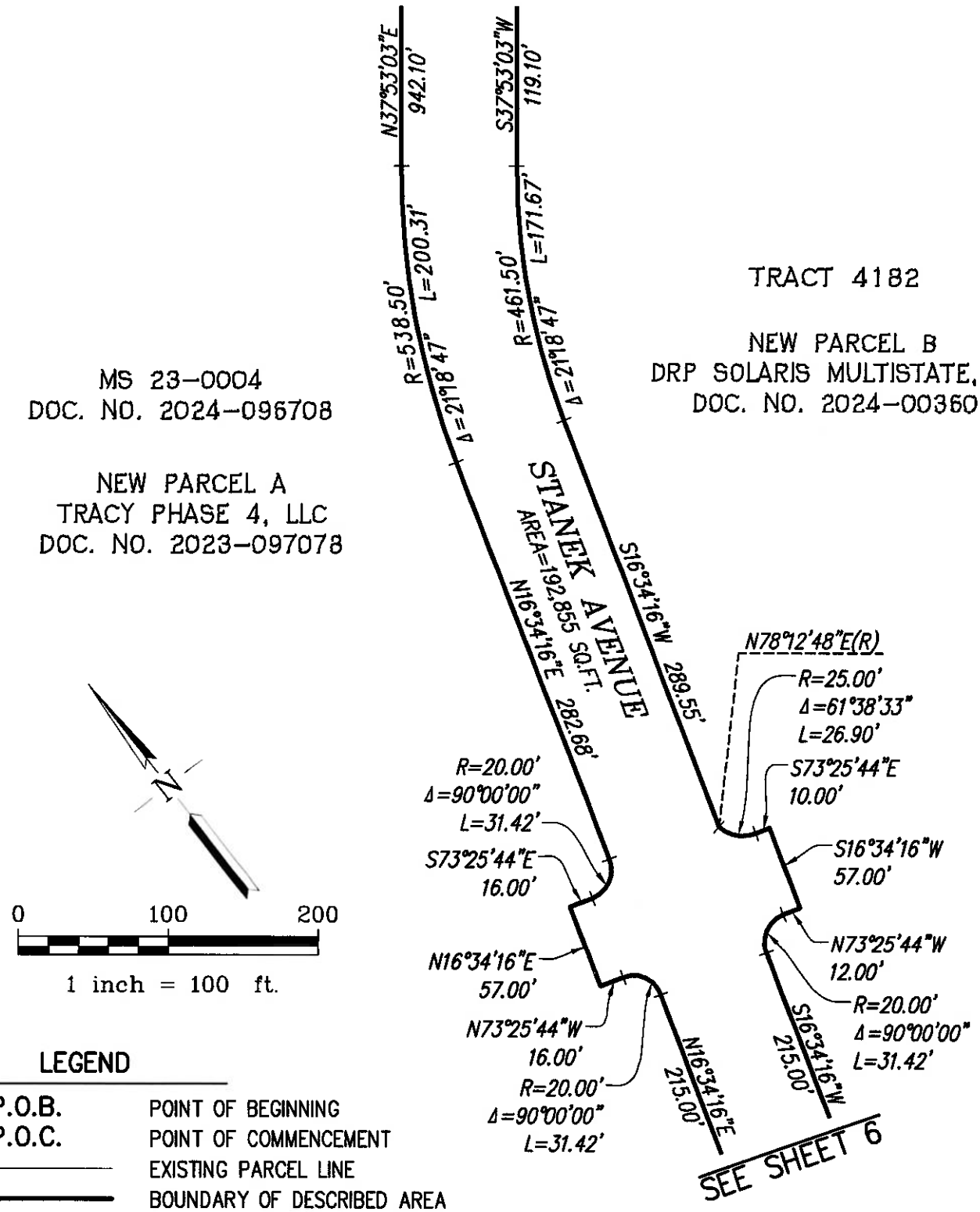
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM

SEE SHEET 4



SEE SHEET 6

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET

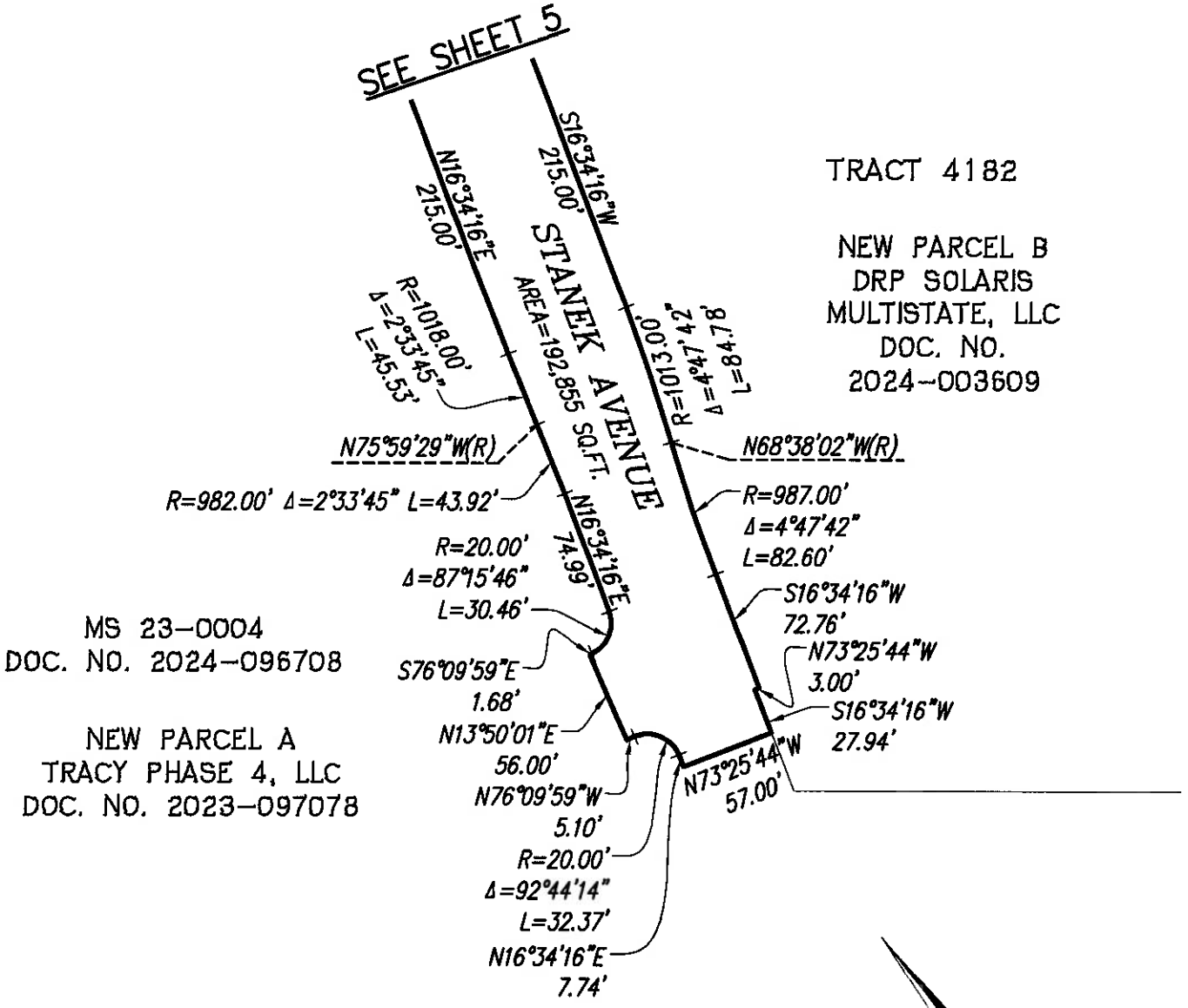
EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
FOR RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	2-22-2024	201068VTM

EXHIBIT G-3

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106031,
25106033, and 25106024

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC a Delaware limited liability company re present that, as the owners of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this _____ day of _____, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

_____

By: James Broderick
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: _____

Name: _____
Its: Authorized Signatory

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership-signature of a partner required Sole Proprietorship-signature of proprietor required LLC–signature of proprietor or partner required

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106031,
25106033, and 25106024

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC a Delaware limited liability company re present that, as the owners of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this 9th day of May, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

By: _____
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: Houdin Honarvar

Name: Houdin Honarvar
Its: Authorized Signatory

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership-signature of a partner required Sole Proprietorship-signature of proprietor required LLC–signature of proprietor or partner required

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

(Notary Acknowledgment Required for Each signatory)

State of New York)
) ss.:
County of New York)

On the 9th day of April in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment.)

MILA JANETTE SUNIO
Notary Public - State of New York
NO. 01SU6431449
Qualified in New York County
My Commission Expires Apr 4, 2026

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL A AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED NOVEMBER 29, 2023 AS **DOCUMENT NO. 2023-097078**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF SAID NEW PARCEL A, SAID CORNER BEING AT THE SOUTHWESTERLY TERMINUS OF A COURSE LABELED AS HAVING A BEARING OF NORTH 37° 53' 03" EAST; 208.00 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A THE FOLLOWING FIFTY-ONE (51) COURSES:

1) NORTH 52° 06' 57" WEST 97.81 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
2) IN A NORTHWESTERLY DIRECTION 43.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 30' 44" FOR THE BEGINNING OF A REVERSE CURVE;
3) IN A NORTHWESTERLY DIRECTION 43.68 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 30' 44";
4) NORTH 52° 06' 57" WEST 519.73 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
5) IN A WESTERLY DIRECTION 164.92 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 105.00 FEET AND THROUGH A CENTRAL ANGLE OF 89° 59' 33";
6) SOUTH 37° 53' 30" WEST 15.51 FEET;
7) NORTH 53° 56' 20" WEST 4.98 FEET;
8) SOUTH 37° 53' 03" WEST 18.20 FEET;
9) NORTH 52° 06' 57" WEST 57.00 FEET;
10) NORTH 37° 53' 03" EAST 18.20 FEET;

EXHIBIT A

11) NORTH 50° 12' 56" WEST 5.02 FEET;

12) NORTH 37° 53' 30" EAST 7.17 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

13) IN A NORTHERLY DIRECTION 162.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 95.00 FEET AND THROUGH A CENTRAL ANGLE OF 98° 00' 19" FOR THE BEGINNING OF A REVERSE CURVE;

14) IN A NORTHWESTERLY DIRECTION 154.60 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1107.50 FEET AND THROUGH A CENTRAL ANGLE OF 07° 59' 52";

15) NORTH 52° 06' 57" WEST 362.67 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

16) IN A NORTHERLY DIRECTION 43.68 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 30' 44" FOR THE BEGINNING OF A REVERSE CURVE;

17) IN A NORTHERLY DIRECTION 43.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 30' 44";

18) NORTH 52° 06' 57" WEST 1039.34 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

19) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

20) SOUTH 37° 52' 55" WEST 11.00 FEET;

21) NORTH 52° 07' 05" WEST 66.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 52° 06' 57" WEST;

22) IN A NORTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";

23) NORTH 52° 06' 57" WEST 21.54 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

24) IN A NORTHWESTERLY DIRECTION 117.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1044.50 FEET AND THROUGH A CENTRAL ANGLE OF 06° 26' 16";

25) NORTH 45° 40' 41" WEST 58.02 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

26) IN A NORTHERLY DIRECTION 47.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 807.50 FEET AND THROUGH A CENTRAL ANGLE OF 03° 21' 43" FOR THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT;

27) IN A NORTHERLY DIRECTION 58.97 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 270.50 FEET AND THROUGH A CENTRAL ANGLE OF 12° 29' 28";

28) NORTH 29° 49' 29" WEST 56.92 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

29) IN A NORTHERLY DIRECTION 13.26 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 229.50 FEET AND THROUGH A CENTRAL ANGLE OF 03° 18' 35" FOR THE BEGINNING OF A REVERSE CURVE;

30) IN A NORTHERLY DIRECTION 132.45 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 796.50 FEET AND THROUGH A CENTRAL ANGLE OF 09° 31' 39";

31) NORTH 23° 36' 24" WEST 22.38 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

32) IN A NORTHERLY DIRECTION 2.62 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 796.50 FEET AND THROUGH A CENTRAL ANGLE OF 00° 11' 19";

33) NORTH 49° 13' 03" WEST 35.69 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 68° 50' 51" EAST;

34) IN A NORTHERLY DIRECTION 58.97 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 812.67 FEET AND THROUGH A CENTRAL ANGLE OF 04° 09' 27";

35) NORTH 11° 03' 53" EAST 35.69 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 75° 16' 18" EAST;

36) IN A NORTHERLY DIRECTION 18.39 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 796.50 FEET AND THROUGH A CENTRAL ANGLE OF 01° 19' 22" FOR THE BEGINNING OF A REVERSE CURVE;

37) IN A NORTHWESTERLY DIRECTION 29.00 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 83° 05' 28";

38) SOUTH 83° 30' 11" WEST 5.91 FEET;

39) NORTH 06° 29' 49" WEST 64.92 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 23° 57' 18" WEST;

40) IN A NORTHEASTERLY DIRECTION 25.18 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 72° 08' 21" FOR THE BEGINNING OR A REVERSE CURVE;

41) IN A NORTHERLY DIRECTION 242.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 802.50 FEET AND THROUGH A CENTRAL ANGLE OF 17° 20' 28";

42) NORTH 11° 14' 50" EAST 27.72 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

43) IN A NORTHERLY DIRECTION 44.32 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 315.50 FEET AND THROUGH A CENTRAL ANGLE OF 08° 02' 56";

44) NORTH 19° 17' 45" EAST 36.35 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

45) IN A NORTHERLY DIRECTION 39.97 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 284.50 FEET AND THROUGH A CENTRAL ANGLE OF 08° 02' 56";

46) NORTH 11° 14' 50" EAST 362.66 FEET;

47) SOUTH 78° 45' 10" EAST 15.00 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 78° 45' 10" EAST
48) IN A NORTHEASTERLY DIRECTION 277.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 512.50 FEET AND THROUGH A CENTRAL ANGLE OF 31° 03' 21" FOR THE BEGINNING OF A REVERSE CURVE;
49) IN A NORTHEASTERLY DIRECTION 175.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 487.50 FEET AND THROUGH A CENTRAL ANGLE OF 20° 39' 37";
50) NORTH 20° 29' 33" EAST 44.94 FEET;
51) NORTH 17° 52' 10" EAST 26.51 FEET TO THE NORTH LINE OF NEW PARCEL A;

THENCE ALONG SAID NORTH LINE, SOUTH 49° 48' 21" EAST 42.70 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1) IN A SOUTHERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 72° 53' 24" WEST, 49.72 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 929.34 FEET AND THROUGH A CENTRAL ANGLE OF 03° 03' 54";
2) SOUTH 65° 45' 28" WEST 2.83 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 69° 01' 26" WEST;
3) IN A SOUTHWESTERLY DIRECTION 154.28 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 526.00 FEET AND THROUGH A CENTRAL ANGLE OF 16° 48' 20" FOR THE BEGINNING OF A REVERSE CURVE;
4) IN A SOUTHWESTERLY DIRECTION 174.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 474.00 FEET AND THROUGH A CENTRAL ANGLE OF 21° 05' 59" FOR THE BEGINNING OF A COMPOUND CURVE;

EXHIBIT A

5) IN A SOUTHERLY DIRECTION 33.87 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 245.00 FEET AND THROUGH A CENTRAL ANGLE OF 07° 55' 15" FOR THE BEGINNING OF A REVERSE CURVE;
6) IN A SOUTHERLY DIRECTION 11.06 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 29' 10";
7) SOUTH 11° 14' 50" WEST 24.69 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
8) IN A SOUTHERLY DIRECTION 21.29 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 95.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 50' 19" FOR THE BEGINNING OF A REVERSE CURVE;
9) IN A SOUTHERLY DIRECTION 23.53 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET AND THROUGH A CENTRAL ANGLE OF 12° 50' 19";
10) SOUTH 11° 14' 50" WEST 491.01 FEET;
11) SOUTH 16° 16' 39" EAST 35.21 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 79° 45' 18" EAST;
12) IN A SOUTHERLY DIRECTION 55.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 677.33 FEET AND THROUGH A CENTRAL ANGLE OF 04° 39' 22";
13) SOUTH 31° 47' 42" WEST 35.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 87° 00' 23" EAST;
14) IN A SOUTHERLY DIRECTION 321.97 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 693.50 FEET AND THROUGH A CENTRAL ANGLE OF 26° 36' 02";
15) SOUTH 23° 36' 24" EAST 22.38 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
16) IN A SOUTHEASTERLY DIRECTION 267.15 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 693.50 FEET AND THROUGH A CENTRAL ANGLE OF 22° 04' 17";

EXHIBIT A

17) SOUTH 45° 40' 41" EAST 58.02 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
18) IN A SOUTHEASTERLY DIRECTION 104.55 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 930.50 FEET AND THROUGH A CENTRAL ANGLE OF 06° 26' 16";
19) SOUTH 52° 06' 57" EAST 26.04 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
20) IN AN EASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
21) NORTH 37° 53' 03" EAST 5.50 FEET;
22) SOUTH 52° 06' 57" EAST 57.77 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 68° 04' 41" EAST;
23) IN A SOUTHERLY DIRECTION 25.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 74° 02' 17";
24) SOUTH 52° 06' 56" EAST 65.49 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
25) IN A SOUTHEASTERLY DIRECTION 45.09 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 320.50 FEET AND THROUGH A CENTRAL ANGLE OF 08° 03' 41";
26) SOUTH 44° 03' 16" EAST 36.16 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
27) IN A SOUTHEASTERLY DIRECTION 39.32 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 279.50 FEET AND THROUGH A CENTRAL ANGLE OF 08° 03' 41";
28) SOUTH 52° 06' 57" EAST 186.43 FEET;
29) SOUTH 25° 33' 03" EAST 11.18 FEET;
30) SOUTH 52° 06' 57" EAST 1111.31 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

EXHIBIT A

31) IN A SOUTHEASTERLY DIRECTION 61.13 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET AND THROUGH A CENTRAL ANGLE OF 03° 30' 09";
32) SOUTH 82° 24' 42" EAST 11.20 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 33° 48' 21" EAST;
33) IN A SOUTHEASTERLY DIRECTION 121.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 995.00 FEET AND THROUGH A CENTRAL ANGLE OF 07° 00' 09" FOR THE BEGINNING OF A COMPOUND CURVE;
34) IN AN EASTERLY DIRECTION 111.99 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET AND THROUGH A CENTRAL ANGLE OF 75° 29' 08";
35) SOUTH 51° 02' 52" EAST 73.27 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 55° 32' 58" EAST;
36) IN A SOUTHERLY DIRECTION 113.32 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET AND THROUGH A CENTRAL ANGLE OF 86° 33' 59";
37) SOUTH 52° 06' 57" EAST, 730.64 FEET TO THE EAST LINE OF SAID NEW PARCEL A;

THENCE SOUTH 37° 53' 03" WEST, 98.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **496,721 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

EXHIBIT A

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:



Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:24:16 -07'00'

DATE

SCOTT A. SHORTLIDGE

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO DRP SOLARIS MULTISTATE, LLC, RECORDED ON JANUARY 12, 2024 AS **DOCUMENT NO. 2024-003609**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A WESTERLY CORNER OF SAID NEW PARCEL B, SAID CORNER BEING AT THE SOUTHWESTERLY TERMINUS OF A COURSE LABELED AS HAVING A BEARING OF NORTH 37° 53' 03" EAST, 208.00 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WEST LINE, NORTH 37° 53' 03" EAST, 98.00 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 52° 06' 57" EAST, 751.77 FEET;
2) SOUTH 78° 40' 51" EAST 11.18 FEET;
3) SOUTH 52° 06' 57" EAST 109.56 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
4) IN AN EASTERLY DIRECTION 127.58 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET AND THROUGH A CENTRAL ANGLE OF 81° 13' 11";
5) SOUTH 52° 06' 57" EAST 2.63 FEET;
6) NORTH 39° 17' 06" EAST 38.19 FEET;
7) NORTH 43° 34' 46" EAST 25.13 FEET TO THE SOUTH LINE OF SAID NEW PARCEL B;

EXHIBIT A

THENCE ALONG THE SOUTH LINES OF SAID NEW PARCEL B FOR THE FOLOOWING EIGHT (8) COURSES:

1) SOUTH 37° 53' 03" WEST 242.45 FEET;
2) SOUTH 52° 06' 57" EAST 149.50 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 36° 25' 14" WEST;
3) IN A WESTERLY DIRECTION, 123.69 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 80.04 FEET AND THROUGH A CENTRAL ANGLE OF 88° 32' 11";
4) SOUTH 37° 53' 03" WEST 25.44 FEET;
5) NORTH 52° 06' 57" WEST 79.00 FEET;
6) NORTH 37° 53' 03" EAST 23.45 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
7) IN A NORTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
8) NORTH 52° 06' 57" WEST 876.82 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **109,153 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

EXHIBIT A

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:



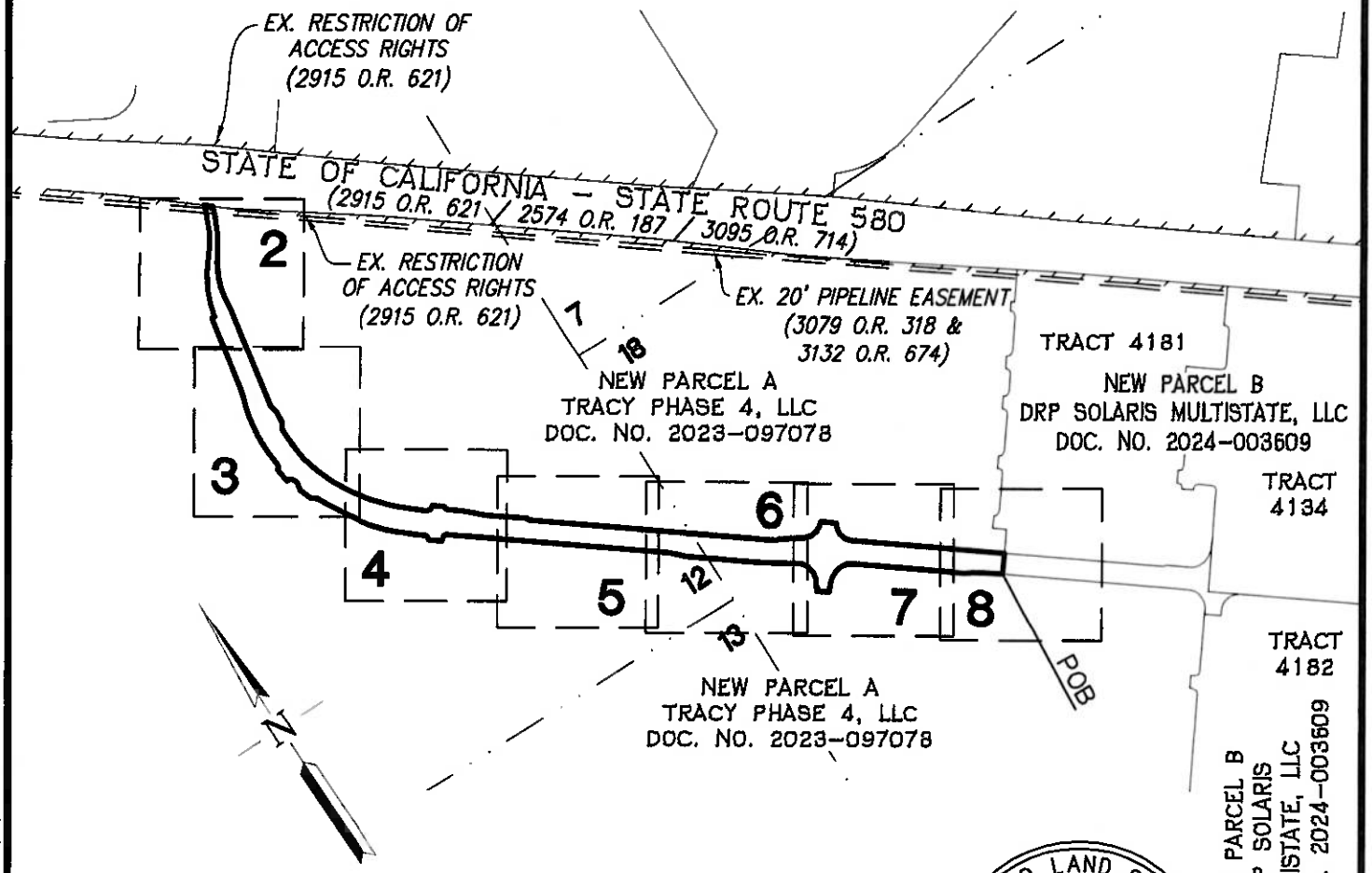
Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:24:47 -07'00'

DATE

SCOTT A. SHORTLIDGE

EXHIBIT B
PLAT



LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:25:11 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

IRREVOCABLE OFFER OF DEDICATION RIGHT OF WAY

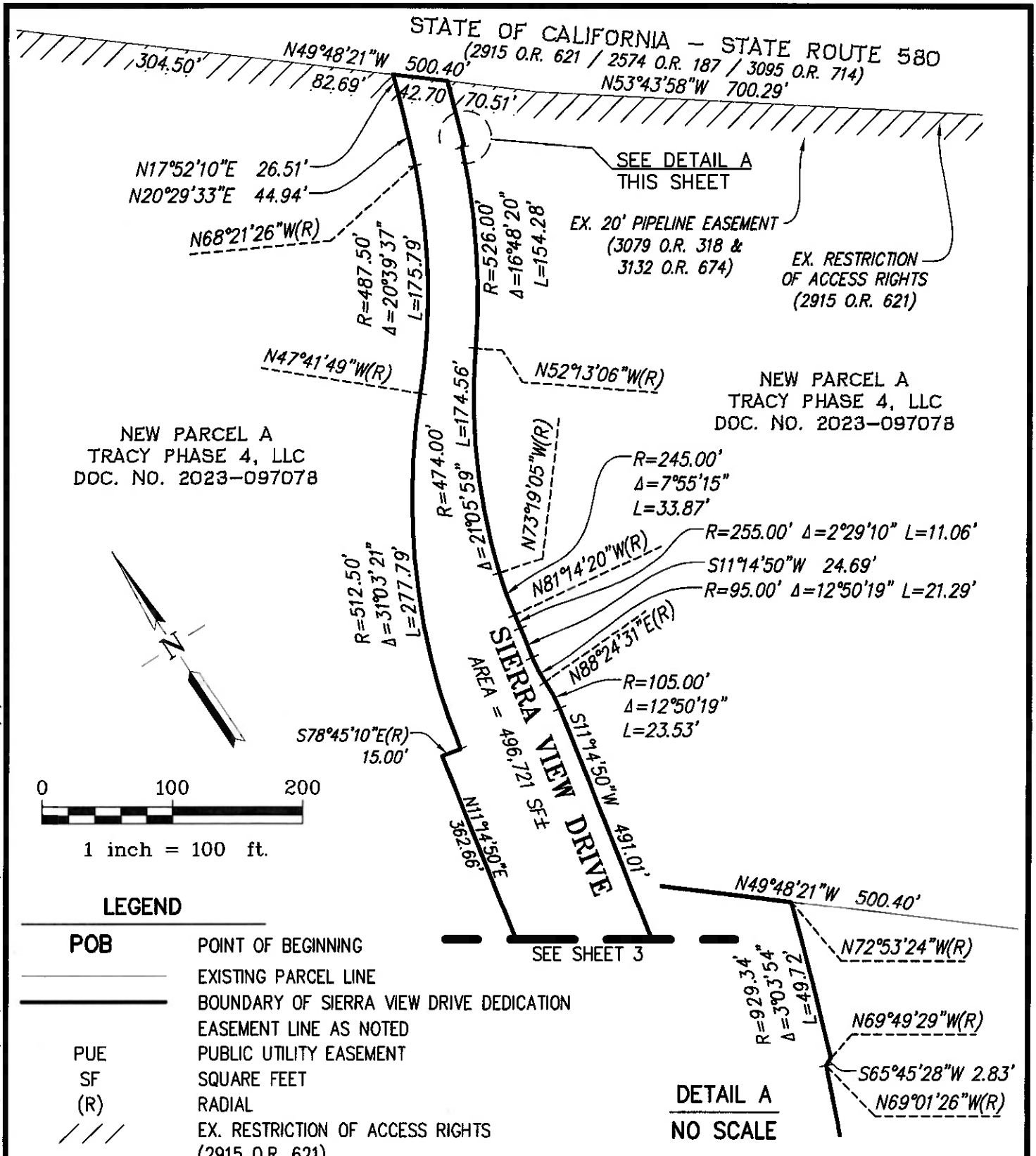
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 8

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 800'	3-14-2024	211026

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LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

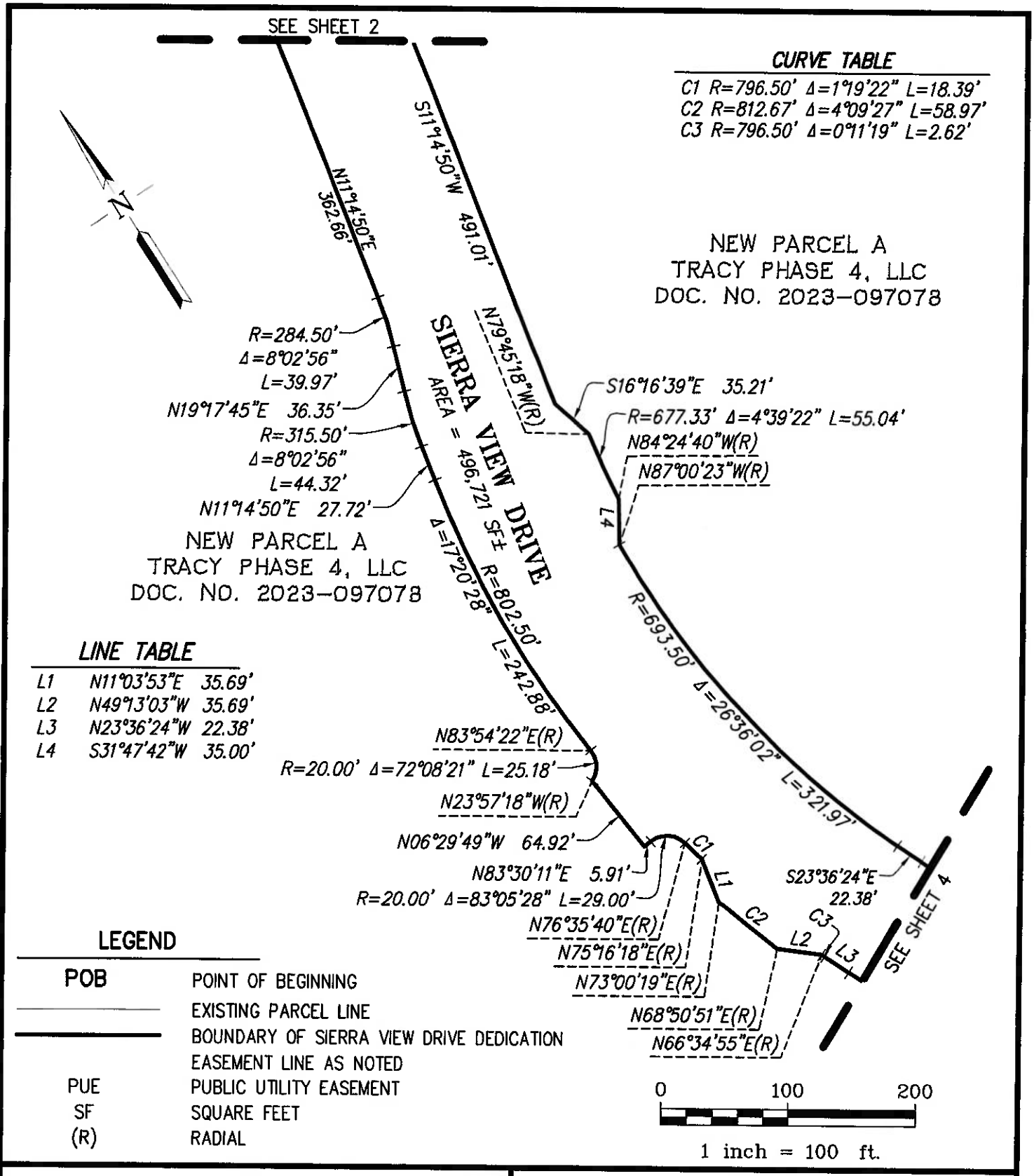
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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LINE TABLE

L1	N11°03'53"E	35.69'
L2	N49°13'03"W	35.69'
L3	N23°36'24"W	22.38'
L4	S31°47'42"W	35.00'

LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

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IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

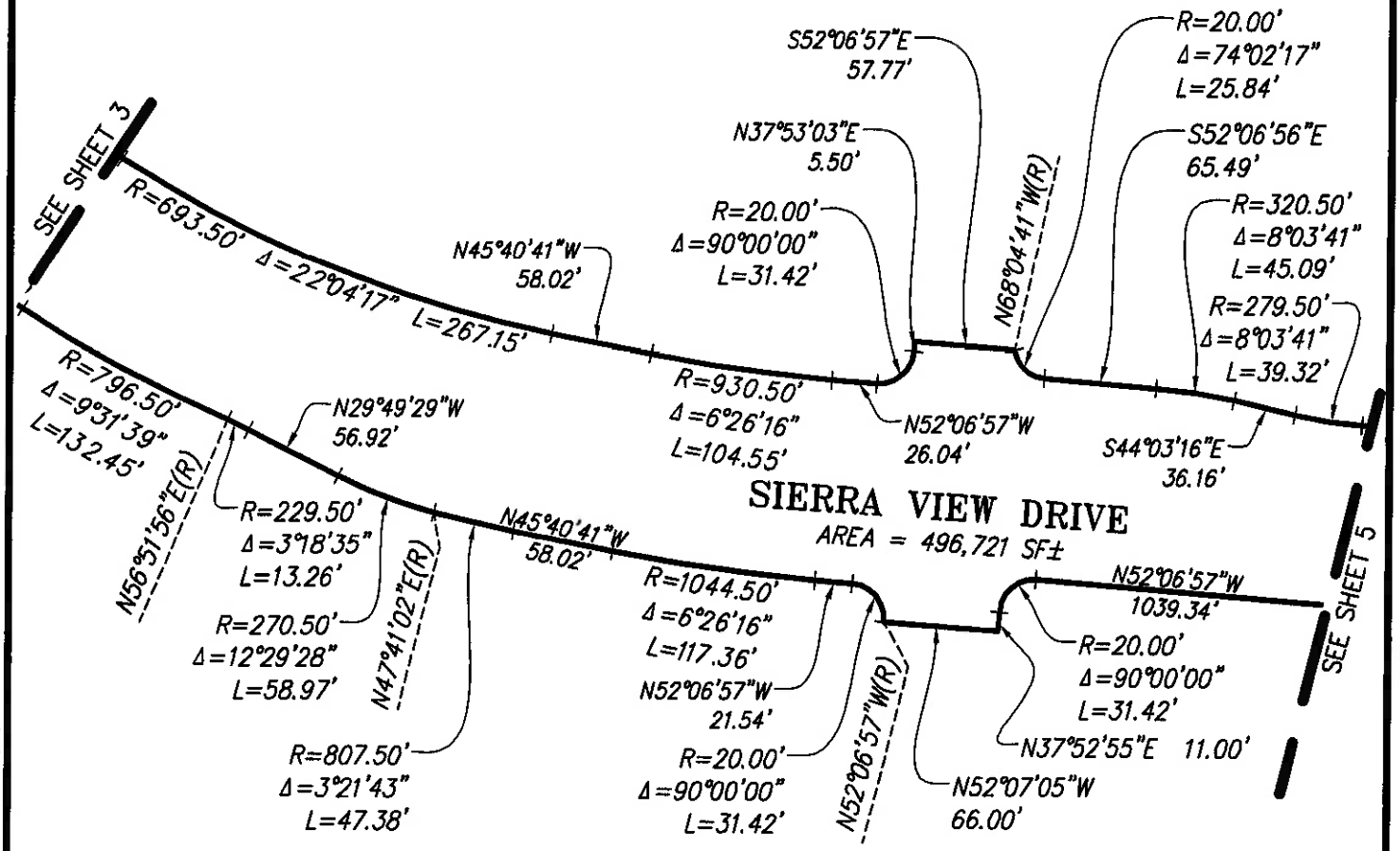
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

N

0 100 200

1 inch = 100 ft.

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

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IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

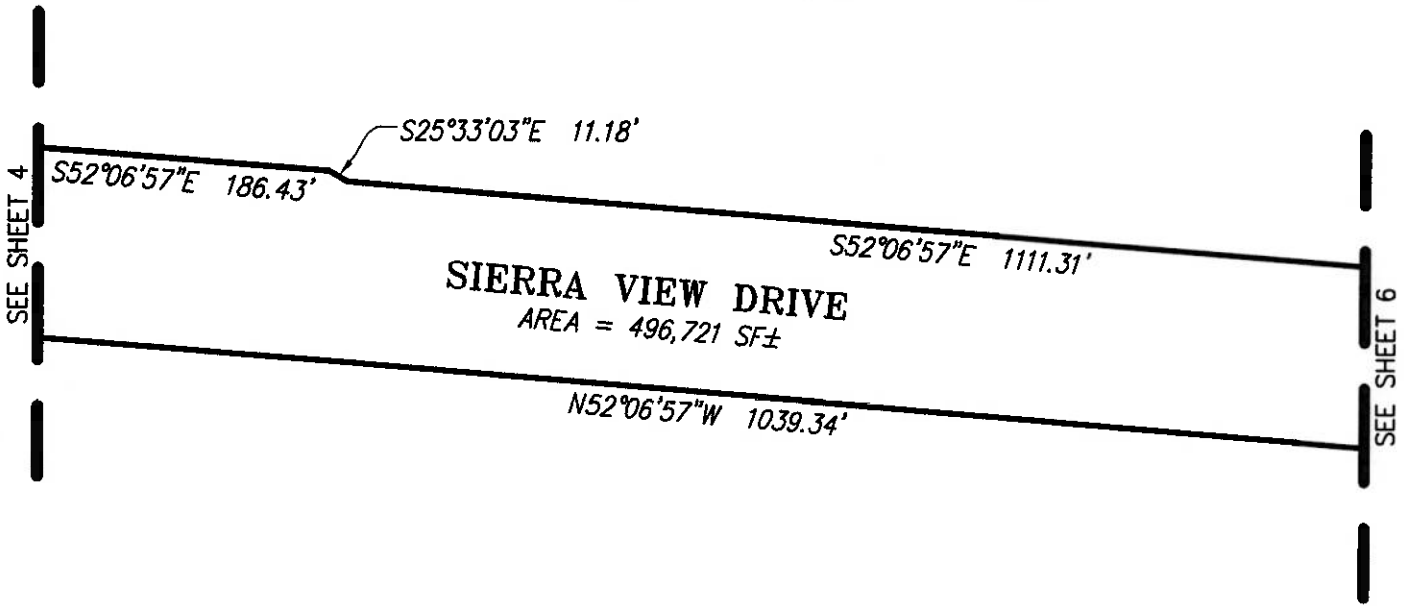
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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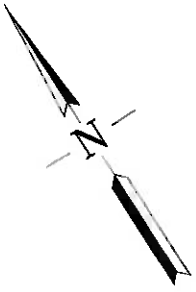
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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

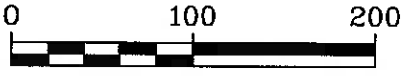


NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL



1 inch = 100 ft.

EXHIBIT B

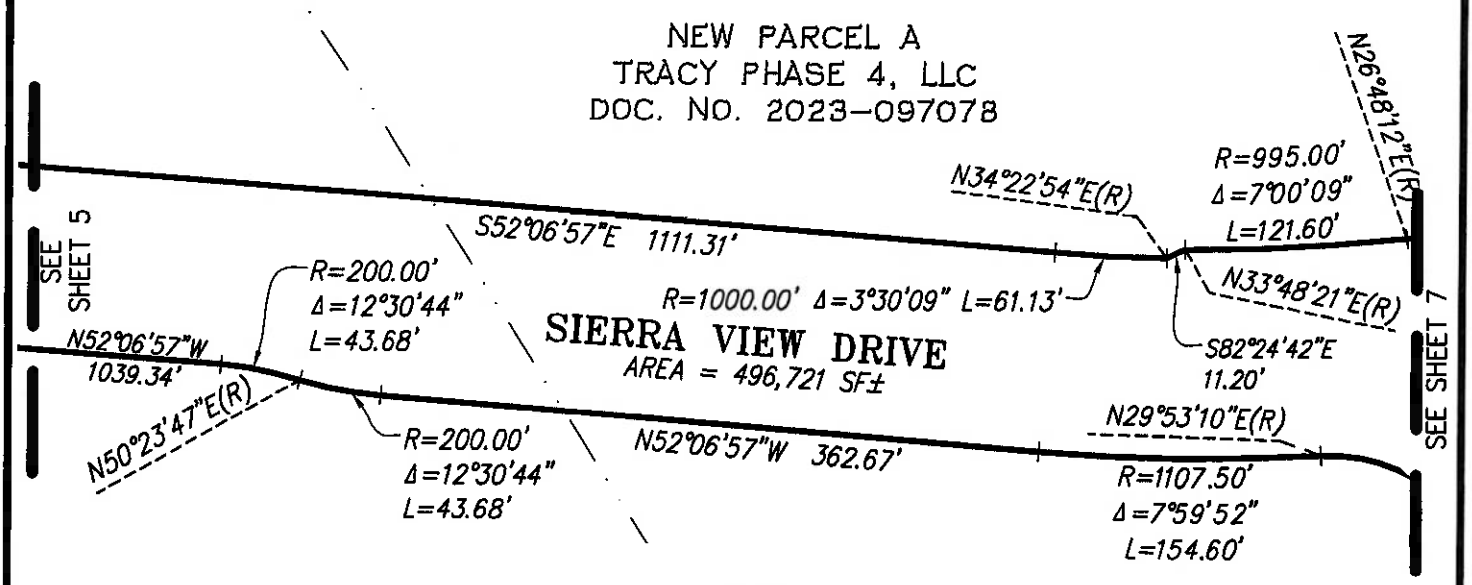
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

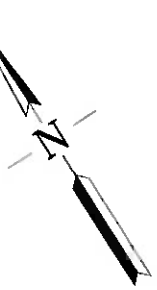
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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PHONE: (925) 227-9100 FAX: (925) 227-9300

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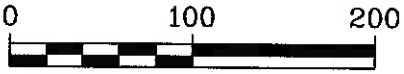
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LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL



1 inch = 100 ft.

EXHIBIT B

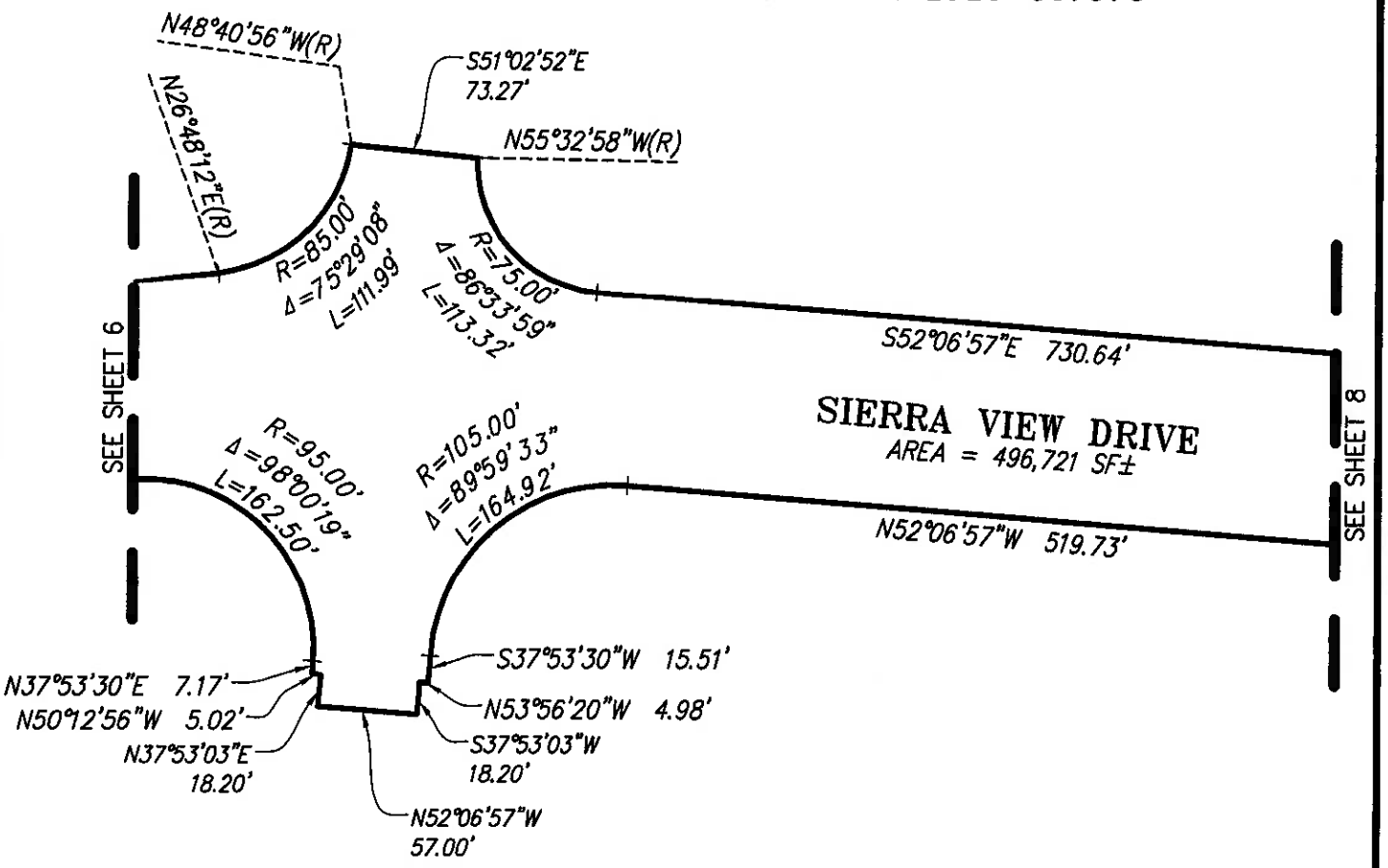
PLAT TO ACCOMPANY LEGAL DESCRIPTION
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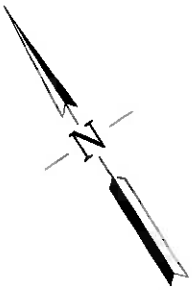
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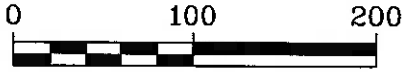
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LEGEND

POB	POINT OF BEGINNING
	EXISTING PARCEL LINE
	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL



1 inch = 100 ft.

EXHIBIT B

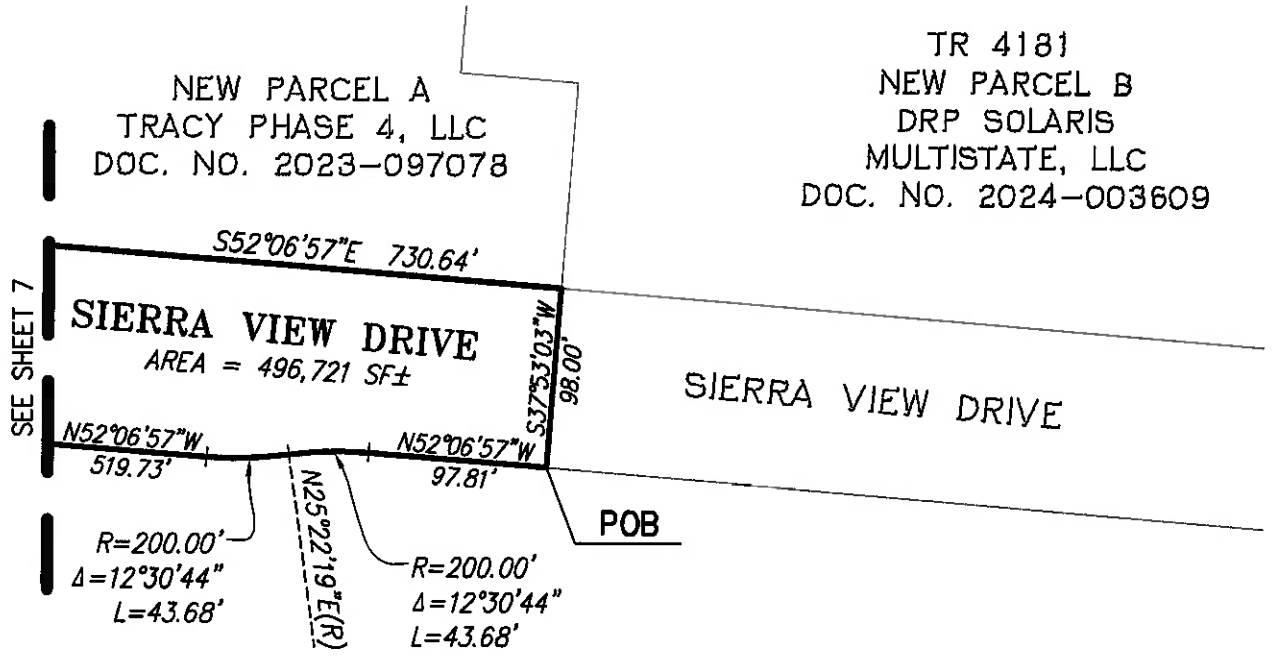
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

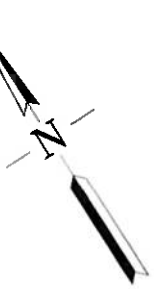
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

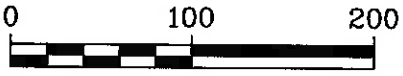
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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078





1 inch = 100 ft.

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

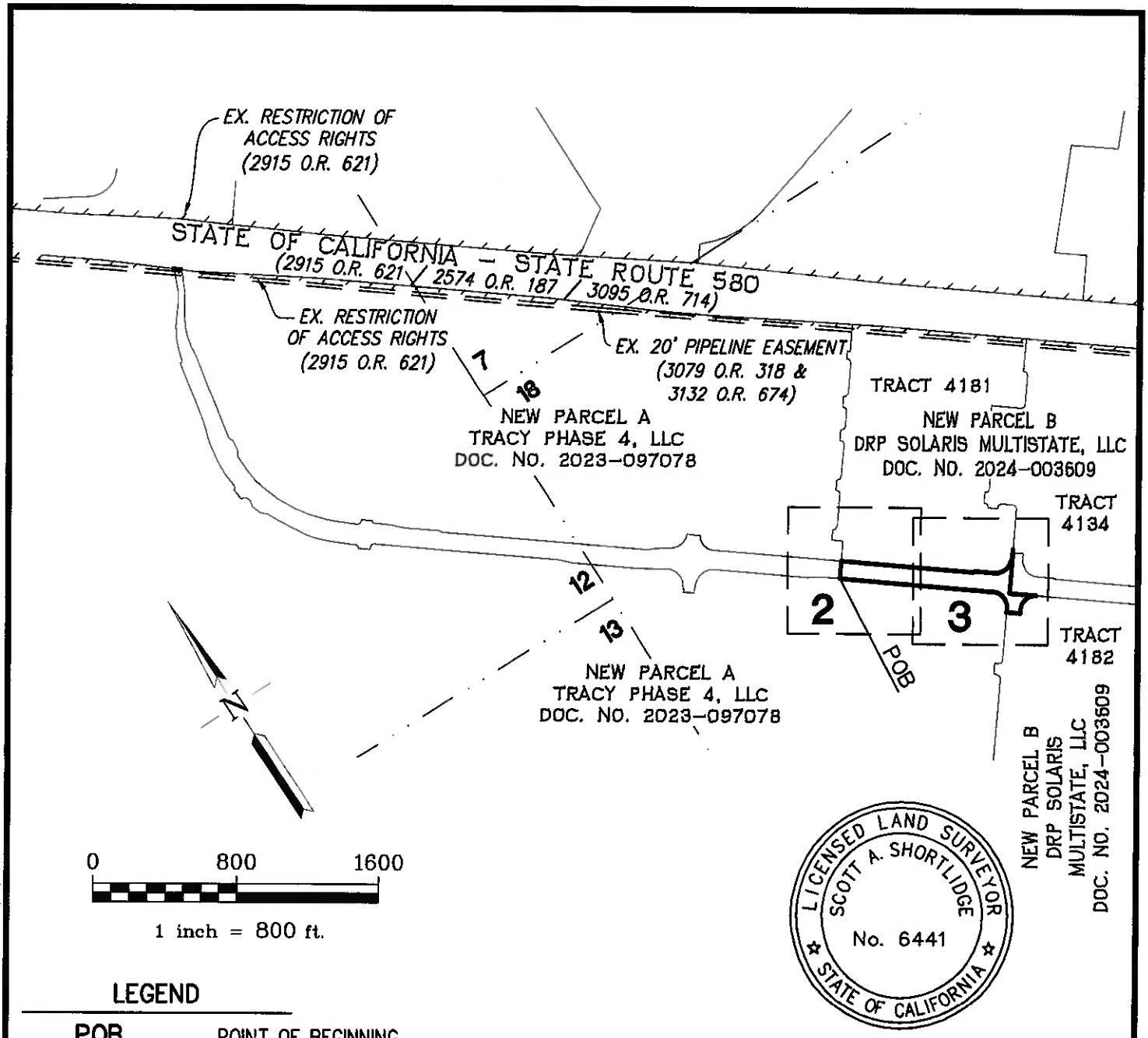
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:25:54 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

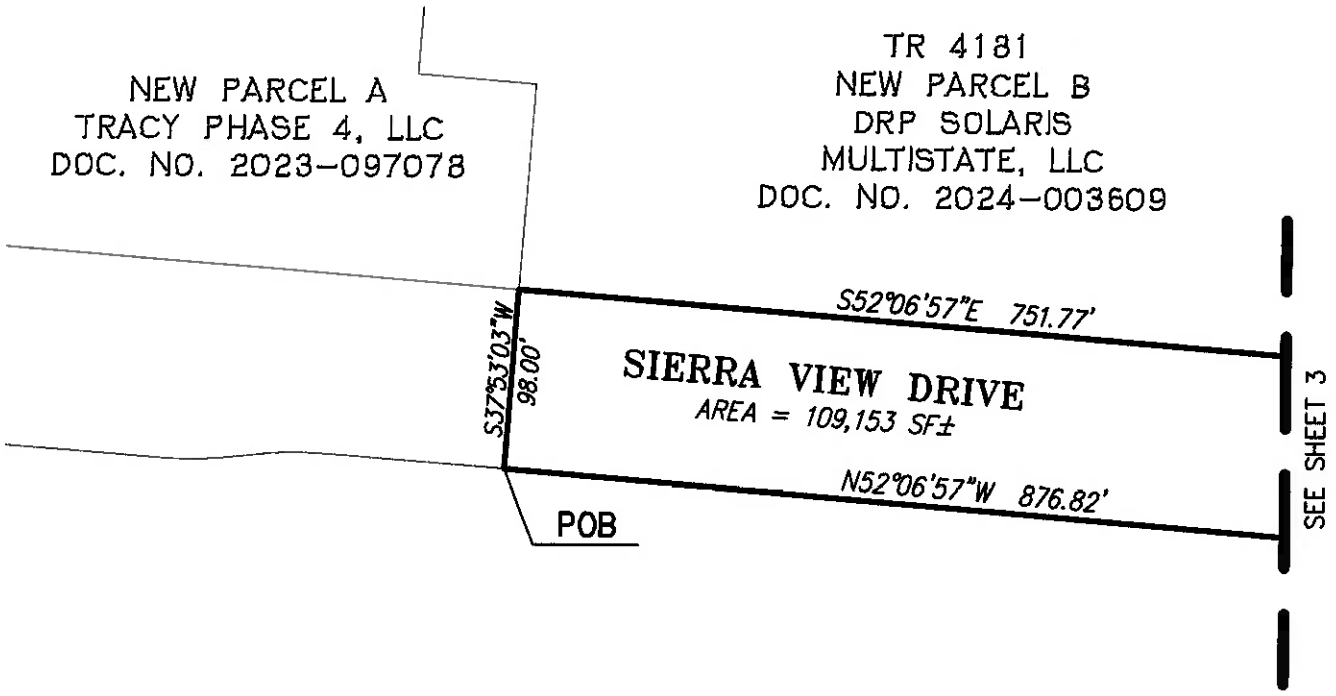
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 3

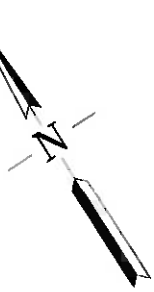
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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

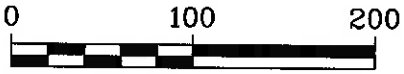
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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078





1 inch = 100 ft.

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

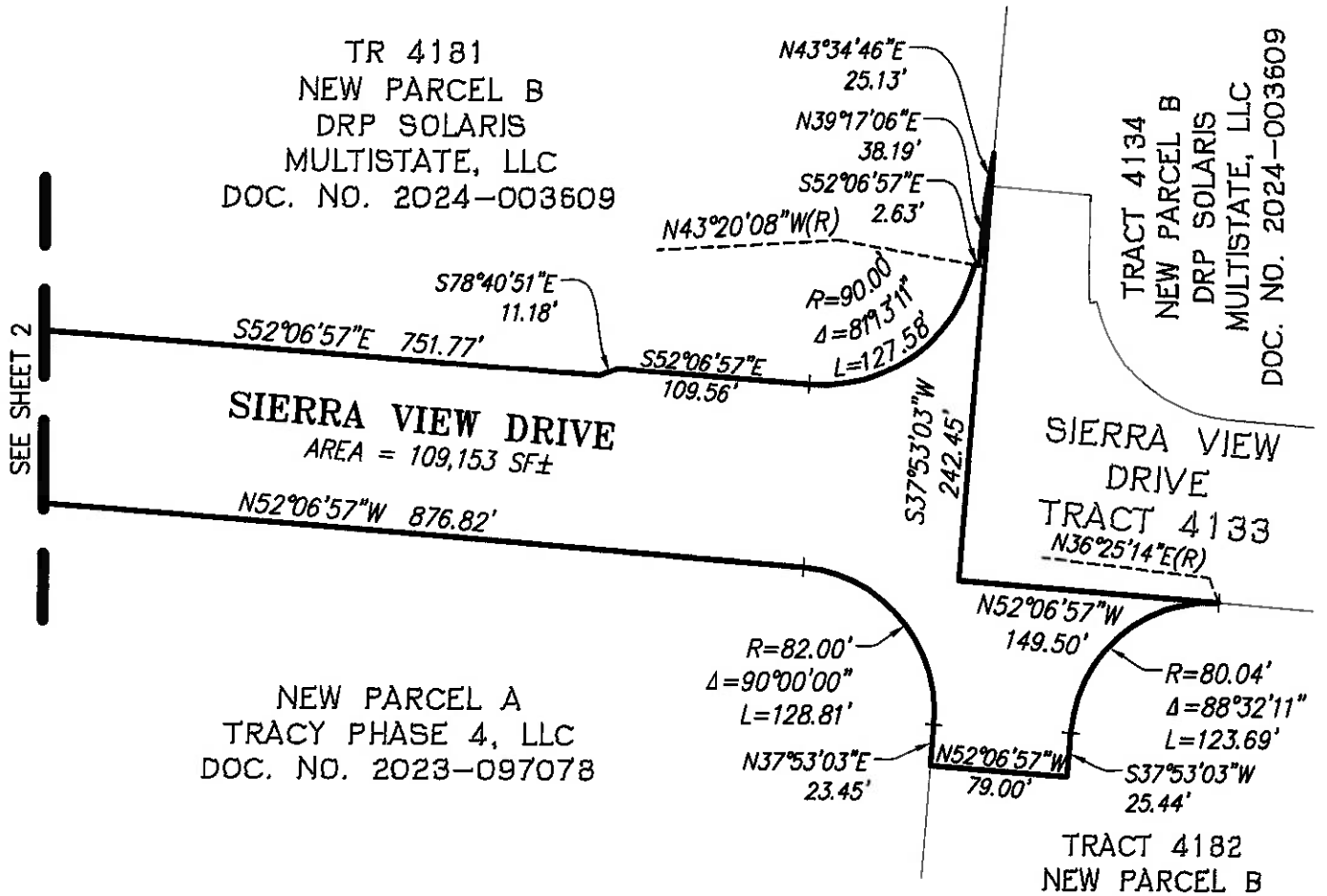
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF SIERRA VIEW DRIVE DEDICATION
	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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EXHIBIT G-4

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106031,
25106033, and 25106024

IRREVOCABLE OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company represent that, as the owners of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants a public utility easement to THE CITY OF TRACY, A MUNICIPAL CORPORATION, over, through and under, the hereinafter described real property.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

_____

By: James Broderick
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: _____

Name:_____
Its: Authorized Signatory

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APNs: portions of 25106031,
25106033, and 25106024

IRREVOCABLE OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company represent that, as the owners of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants a public utility easement to THE CITY OF TRACY, A MUNICIPAL CORPORATION, over, through and under, the hereinafter described real property.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this 9th day of May, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company and DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

By: _____
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: Houdin Honarvar

Name: Houdin Honarvar
Its: Authorized Signatory

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of easement interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

(Notary Acknowledgment Required for Each signatory)

State of New York)
) ss.:
County of New York)

On the 9th day of April in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(~~ies~~), and that by his/her/their signature(~~s~~) on the instrument, the individual(s), or the person upon behalf of which the individual(~~s~~) acted, executed the instrument.

(Signature and office of individual taking acknowledgment.)

MILA JANETTE SUNIO
Notary Public - State of New York
NO. 01SU6431449
Qualified in New York County
My Commission Expires Apr 4, 2026

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL A AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED NOVEMBER 29, 2023, AS **DOCUMENT NO. 2023-097078**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUE-1

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF A CURVE SEGMENT ON THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED AS HAVING A RADIUS OF 526.00 FEET, AN ARC LENGTH OF 154.28 FEET, AND THROUGH A CENTRAL ANGLE OF 16° 48' 20"; THENCE NORTHEASTERLY ALONG SAID CURVE SEGMENT, 93.48 FEET ALONG SAID CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 52° 13' 06" WEST, THROUGH A CENTRAL ANGLE OF 10° 10' 58" TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTHEASTERLY, 19.49 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 526.00 FEET AND A CENTRAL ANGLE OF 02° 07' 22";

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 64° 31' 25" EAST, RADIAL TO SAID CURVE, 9.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
2) THENCE SOUTHWESTERLY, 19.82 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 535.00 FEET AND A CENTRAL ANGLE OF 02° 07' 22"
3) THENCE NORTH 62° 24' 03" WEST, 9.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **177 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-2

COMMENCING AT THE SOUTHERLY TERMINUS OF A LINE SEGMENT OF THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 11° 14' 50" EAST 491.01 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 11° 14' 50" EAST 266.68 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 11° 14' 50" EAST, 19.42 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 78° 45' 10" EAST, 4.00 FEET;
2) THENCE SOUTH 11° 14' 50" WEST, 19.42 FEET;
3) THENCE NORTH 78° 45' 10" WEST, 4.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-3

COMMENCING AT THE SOUTHERLY TERMINUS OF A LINE SEGMENT OF THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 11° 14' 50" EAST 491.01 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 11° 14' 50" EAST 160.93 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 11° 14' 50" EAST, 45.31 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 78° 45' 10" EAST, 4.00 FEET;
2) THENCE SOUTH 11° 14' 50" WEST, 45.31 FEET;
3) THENCE NORTH 78° 45' 10" WEST, 4.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **181 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-4

COMMENCING AT THE SOUTHERLY TERMINUS OF A CURVE SEGMENT ON THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED AS HAVING A RADIUS OF 693.50 FEET, AN ARC LENGTH OF 321.97 FEET, AND THROUGH A CENTRAL ANGLE OF 26° 36' 02"; THENCE NORTHERLY ALONG SAID CURVE SEGMENT, 300.75 FEET ALONG SAID CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 66° 23' 36" EAST, HAVING A RADIUS OF 693.50 FEET, AND THROUGH A CENTRAL ANGLE OF 24° 50' 51" TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHERLY ALONG SAID SIERRA VIEW DRIVE DEDICATION FOR THE FOLLOWING TWO (2) COURSES:

21.22 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 693.50 FEET AND A CENTRAL ANGLE OF 01° 45' 11";

THENCE NORTH 31° 47' 42" EAST, 1.79 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 86° 52' 37" EAST, 4.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFTFROM WHICH THE CENTER BEARS SOUTH 86° 52' 37" EAST;
2) THENCE SOUTHERLY, 22.62 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 688.50 FEET AND A CENTRAL ANGLE OF 01° 52 '57";
3) THENCE NORTH 88° 45' 34" WEST, RADIAL TO SAID CURVE, 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **113 SQUARE FEET**, MORE OR LESS.

PUE-5

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A CURVE SEGMENT ON THE GENERALLY NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE

EXHIBIT A

DEDICATION LABELED AS HAVING A RADIUS OF 693.50 FEET, AN ARC LENGTH OF 267.15 FEET, AND A CENTRAL ANGLE OF 22° 04' 17";

THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE SEGMENT, 18.28 FEET ALONG THE ARC OF SAID CURVE TO LEFT TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 64° 53' 00" EAST, 4.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 64°53'00" EAST;
2) THENCE SOUTHEASTERLY, 19.41 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 689.50 FEET AND A CENTRAL ANGLE OF 01° 36' 45";
3) THENCE SOUTH 63° 16' 15" WEST, 4.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 63°16'15" EAST, TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE, 19.52 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 693.50 FEET AND A CENTRAL ANGLE OF 01° 36' 45" TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-6

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A CURVE SEGMENT ON THE GENERALLY NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED AS HAVING A RADIUS OF 930.50 FEET, AN ARC LENGTH OF 104.55 FEET AND A CENTRAL ANGLE OF 06° 26' 16";

THENCE SOUTHEASTERLY ALONG SAID CURVE SEGMENT, 34.70 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 44° 19' 19" EAST, AND A CENTRAL ANGLE OF 02° 08' 12" TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE NORTH 42° 11' 06" EAST, 4.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 42°11'06" EAST;
2) THENCE SOUTHEASTERLY, 47.00 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 926.50 FEET AND A CENTRAL ANGLE OF 02° 54' 23";
3) THENCE SOUTH 39° 16' 43" WEST, RADIAL TO SAID CURVE, 4.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 39° 16' 43" EAST TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE, 47.20 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 930.50 FEET AND A CENTRAL ANGLE OF 02°54'23" TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **188 SQUARE FEET**, MORE OR LESS.

PUE-7

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 186.42 FEET;

THENCE ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 63.44 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 19.42 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 4.00 FEET;

2) SOUTH 52° 06' 57" EAST 19.42 FEET; AND
3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-8

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 221.44 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 4.00 FEET;
2) SOUTH 52° 06' 57" EAST 19.42 FEET;
3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE, NORTH 52° 06' 57" WEST 19.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-9

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 560.80 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 4.00 FEET;
2) SOUTH 52° 06' 57" EAST 44.27 FEET; AND

EXHIBIT A

3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE, NORTH 52°06'57" WEST 44.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **177 SQUARE FEET**, MORE OR LESS.

PUE-10

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 714.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53 '03" EAST, 4.00 FEET;
2) SOUTH 52° 06' 57" EAST, 19.42 FEET;
3) SOUTH 37° 53' 03" WEST, 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE, NORTH 52° 06' 57" WEST 19.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-11

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 34.52 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT, NORTH 52° 06' 57" WEST 22.63 FEET;

EXHIBIT A

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST, 5.00 FEET;
2) SOUTH 52° 06' 57" EAST 22.63 FEET;
3) SOUTH 37° 53' 03" WEST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **113 SQUARE FEET**, MORE OR LESS.

PUE-12

BEGINNING AT THE SOUTHEASTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1111.31 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 21.38 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING FOUR (4) COURSES:

1) THENCE NORTH 37° 53' 03" EAST 5.00 FEET;
2) THENCE SOUTH 52° 06' 57" EAST 21.38 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
3) THENCE 1.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 995.00 FEET AND A CENTRAL ANGLE OF 00° 04' 19", TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;
4) THENCE ALONG SAID EASTERLY LINE SOUTH 37° 48' 44" WEST, RADIAL TO SAID CURVE, 5.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION, FOR THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 37° 48' 44" EAST;

THENCE NORTHWESTERLY, 1.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 00° 04' 19" TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **113 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-13

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1482.41 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 68.92 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 5.00 FEET;
2) SOUTH 52° 06' 57" EAST 54.21 FEET;
3) SOUTH 37° 53' 03" WEST 5.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE, NORTH 52° 06' 57" WEST 54.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **271 SQUARE FEET**, MORE OR LESS.

PUE-18

COMMENCING AT THE SOUTHERLY TERMINUS OF A LINE SEGMENT OF THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 11°14'50" EAST 491.01 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 11°14'50" EAST 41.98 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 11°14'50" EAST, 19.42 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 78°45'10" EAST, 4.00 FEET;
2) THENCE SOUTH 11°14'50" WEST, 19.42 FEET;
3) THENCE NORTH 78°45'10" WEST, 4.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

EXHIBIT A

PUE-19

COMMENCING AT THE SOUTHERLY TERMINUS OF A LINE SEGMENT OF THE EASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 11°14'50" EAST 491.01 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 11°14'50" EAST 7.72 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 11°14'50" EAST, 22.00 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL A FOR THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 78° 45' 10" EAST, 6.00 FEET;
2) THENCE SOUTH 11° 14' 50" WEST, 22.00 FEET;
3) THENCE NORTH 78° 45' 10" WEST, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A LAND AREA OF **132 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:19:14 -07'00'



DATE

SCOTT A. SHORTLIDGE

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO DRP SOLARIS MULTISTATE, LLC, RECORDED ON JANUARY 12, 2024, AS DOCUMENT NO. 2024-003609, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUE-14

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1482.41 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 763.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 4.00 FEET;
2) SOUTH 52° 06' 57" EAST 19.42 FEET;
3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE NORTH 52° 06' 57" WEST, 19.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-15

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1482.41 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" EAST 828.29 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING THREE (3) COURSES:

EXHIBIT A

1) NORTH 37° 53' 03" EAST 4.00 FEET;
2) SOUTH 52° 06' 57" EAST 19.42 FEET;
3) SOUTH 37° 53' 03" WEST 4.00 FEET TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE NORTH 52° 06' 57" WEST, 19.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **78 SQUARE FEET**, MORE OR LESS.

PUE-16

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 1482.41 FEET; THENCE ALONG SAID LINE SEGMENT NORTH 52° 06' 57" WEST 20.12 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE SEGMENT NORTH 52°06'57" WEST 75.35 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 37° 53' 03" EAST 5.00 FEET;
2) SOUTH 52° 06' 57" EAST 75.35 FEET;
3) SOUTH 37° 53' 03" WEST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **377 SQUARE FEET**, MORE OR LESS.

PUE-17

COMMENCING AT THE NORTHWESTERLY TERMINUS OF A LINE SEGMENT OF THE NORTHEASTERLY LINE OF THE SIERRA VIEW DRIVE DEDICATION LABELED WITH THE COURSE NORTH 52° 06' 57" WEST 109.56 FEET; THENCE ALONG SAID LINE SEGMENT SOUTH 52° 06' 57" WEST 58.04 FEET TO THE **POINT OF BEGINNING**;

THENCE CROSSING THROUGH SAID NEW PARCEL B FOR THE FOLLOWING THREE (3) COURSES:

EXHIBIT A

1) North 37°53'03" East, 1.00 feet;
2) South 52°06'57" East, 19.34 feet;
3) South 37°53'03" West, 1.00 feet TO THE EASTERLY LINE OF SAID SIERRA VIEW DRIVE DEDICATION;

THENCE ALONG SAID EASTERLY LINE NORTH 52° 06' 57" WEST, 19.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **19 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

Scott Shortlidge

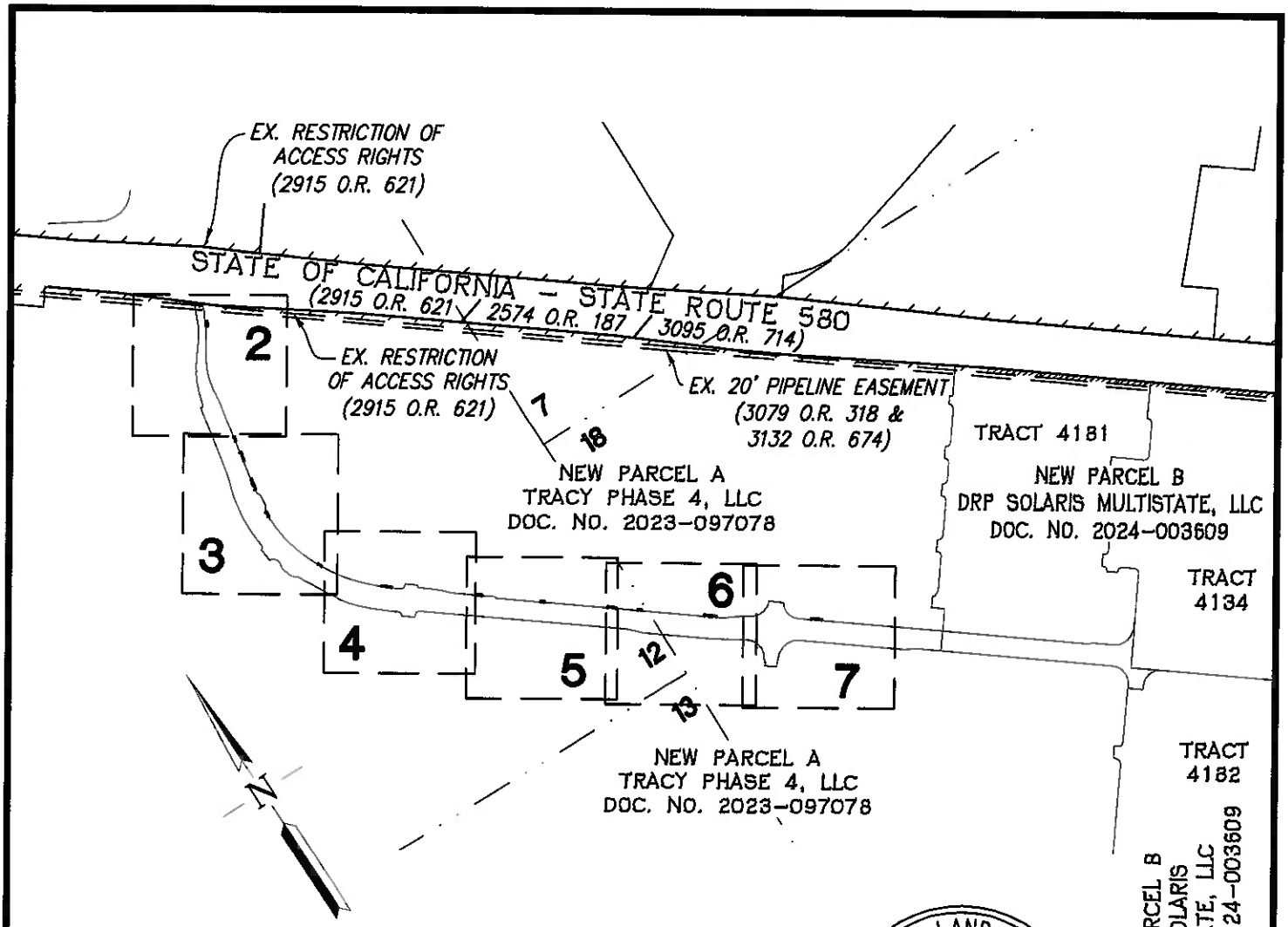
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Date: 2024.04.24 16:19:47 -07'00'

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

DATE

SCOTT A. SHORTLIDGE

EXHIBIT B
PLAT



LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:20:13 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

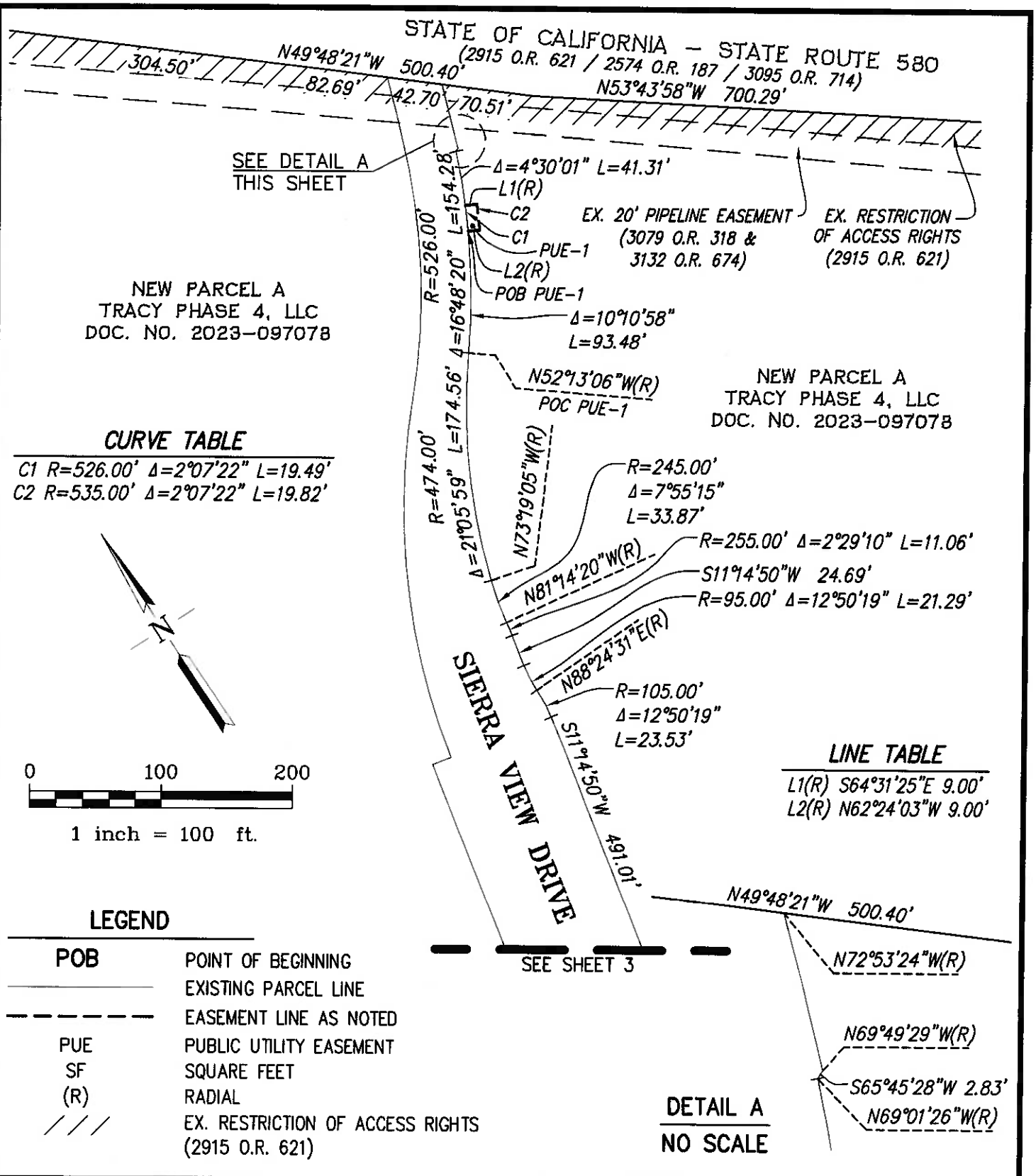
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 7

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 800'	3-14-2024	211026

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LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

DETAIL A
NO SCALE

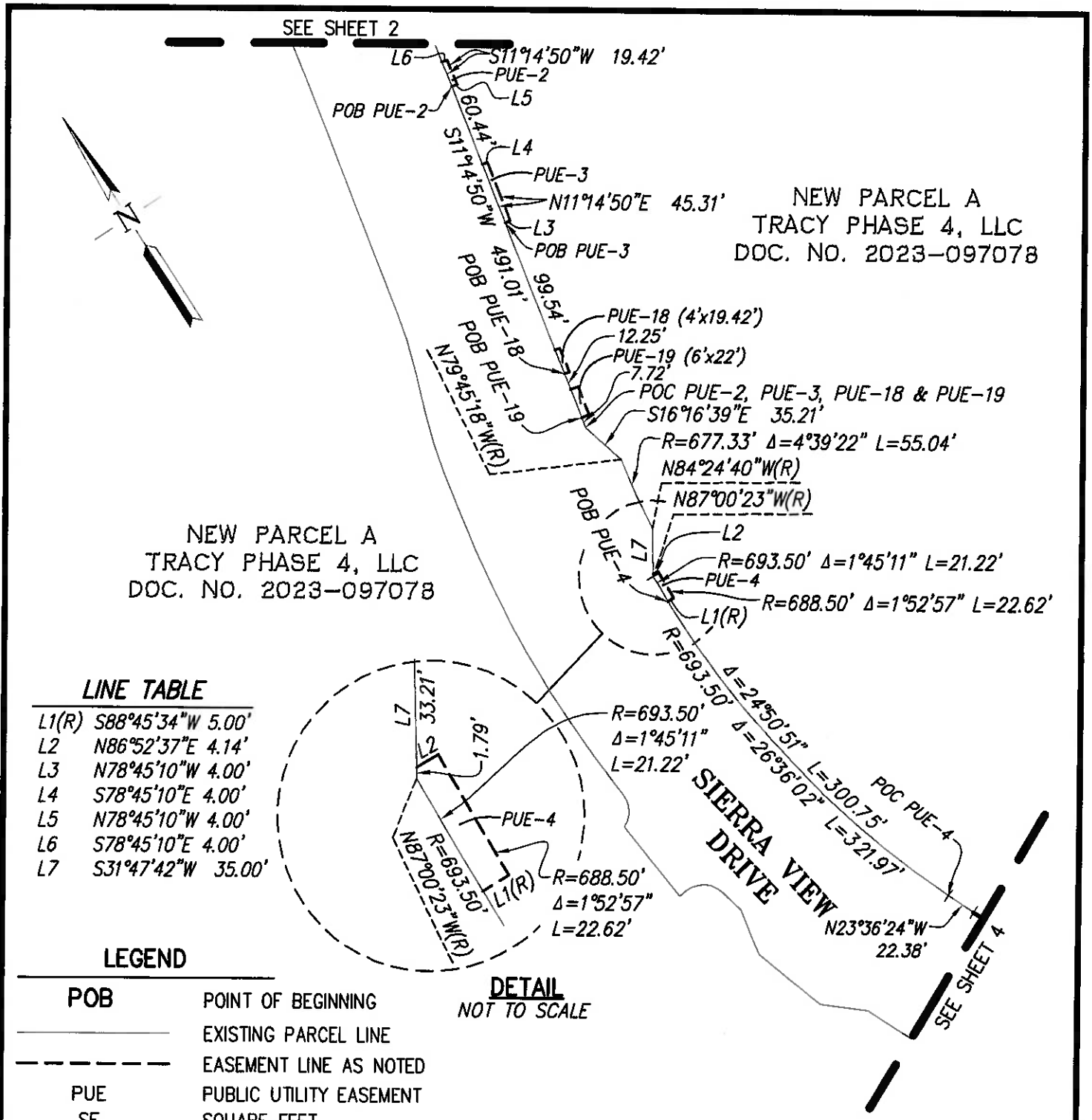
EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
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LINE TABLE

L1(R)	S88°45'34"W 5.00'
L2	N86°52'37"E 4.14'
L3	N78°45'10"W 4.00'
L4	S78°45'10"E 4.00'
L5	N78°45'10"W 4.00'
L6	S78°45'10"E 4.00'
L7	S31°47'42"W 35.00'

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

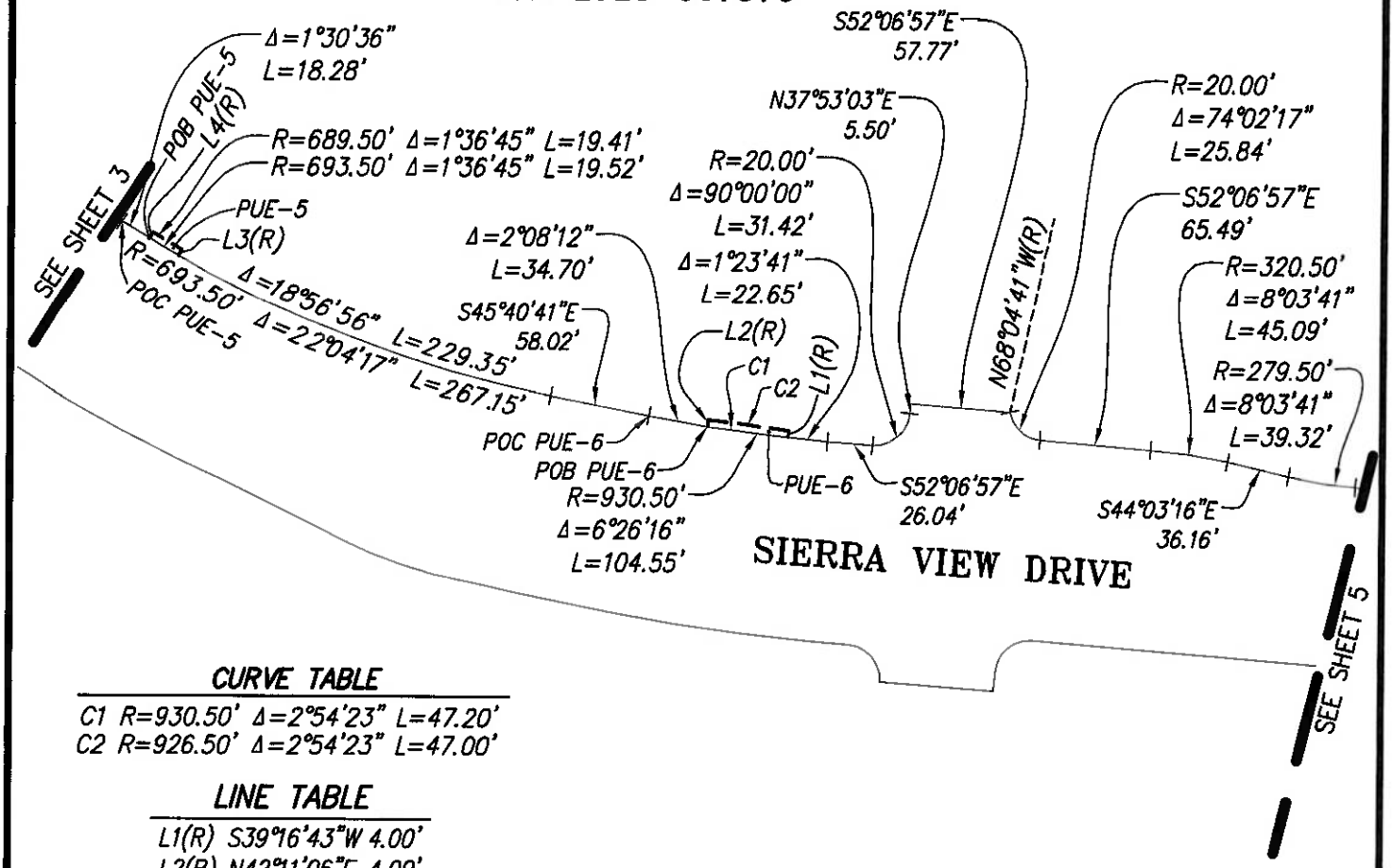
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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1" = 100'	3-14-2024	211026

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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



CURVE TABLE

C1	R=930.50'	Δ=2°54'23"	L=47.20'
C2	R=926.50'	Δ=2°54'23"	L=47.00'

LINE TABLE

L1(R)	S39°16'43"W	4.00'
L2(R)	N42°11'06"E	4.00'
L3(R)	S63°16'15"W	4.00'
L4(R)	N64°53'00"E	4.00'

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

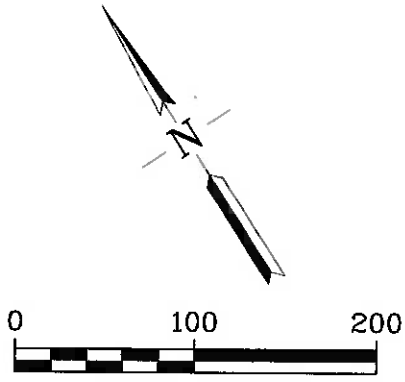


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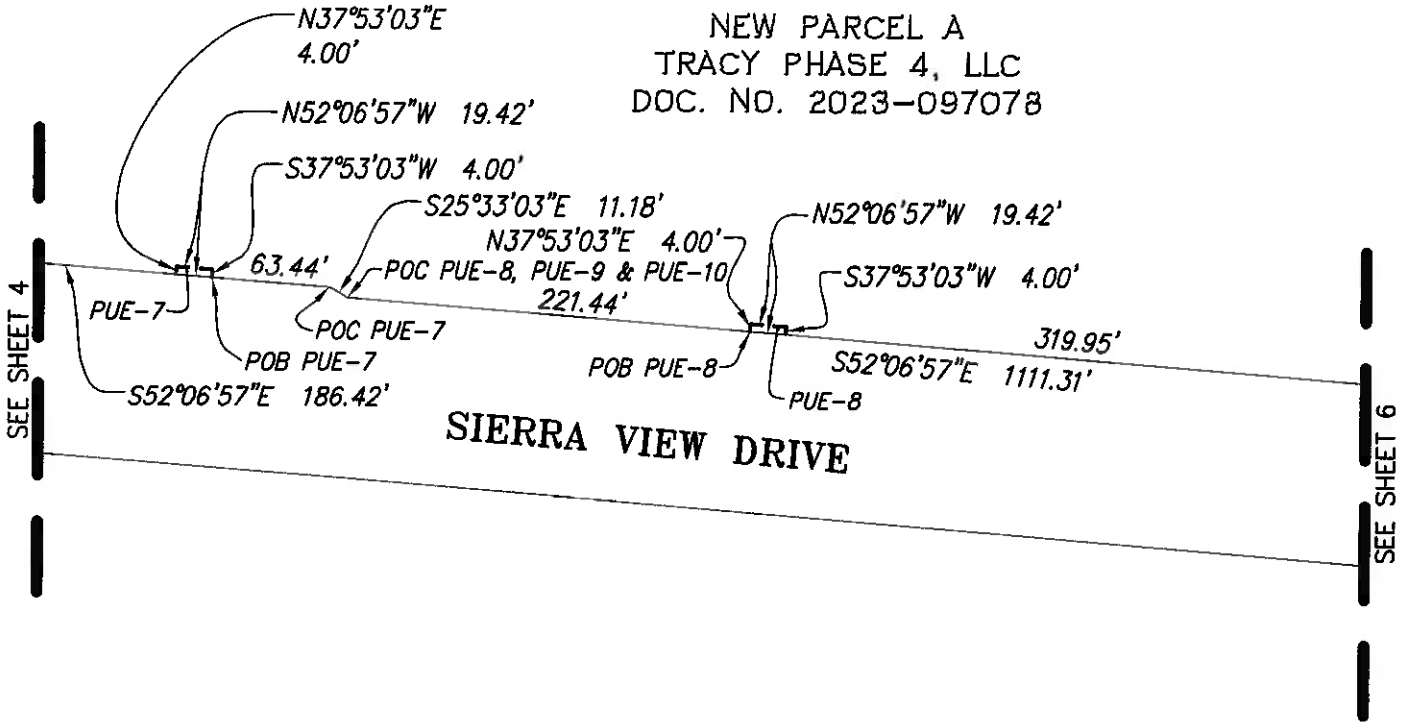
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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1" = 100'	3-14-2024	211026

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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

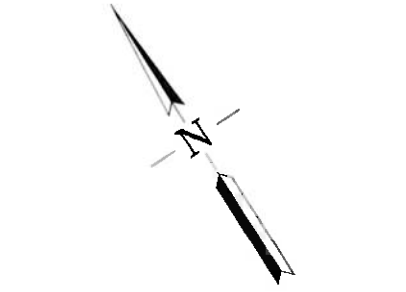


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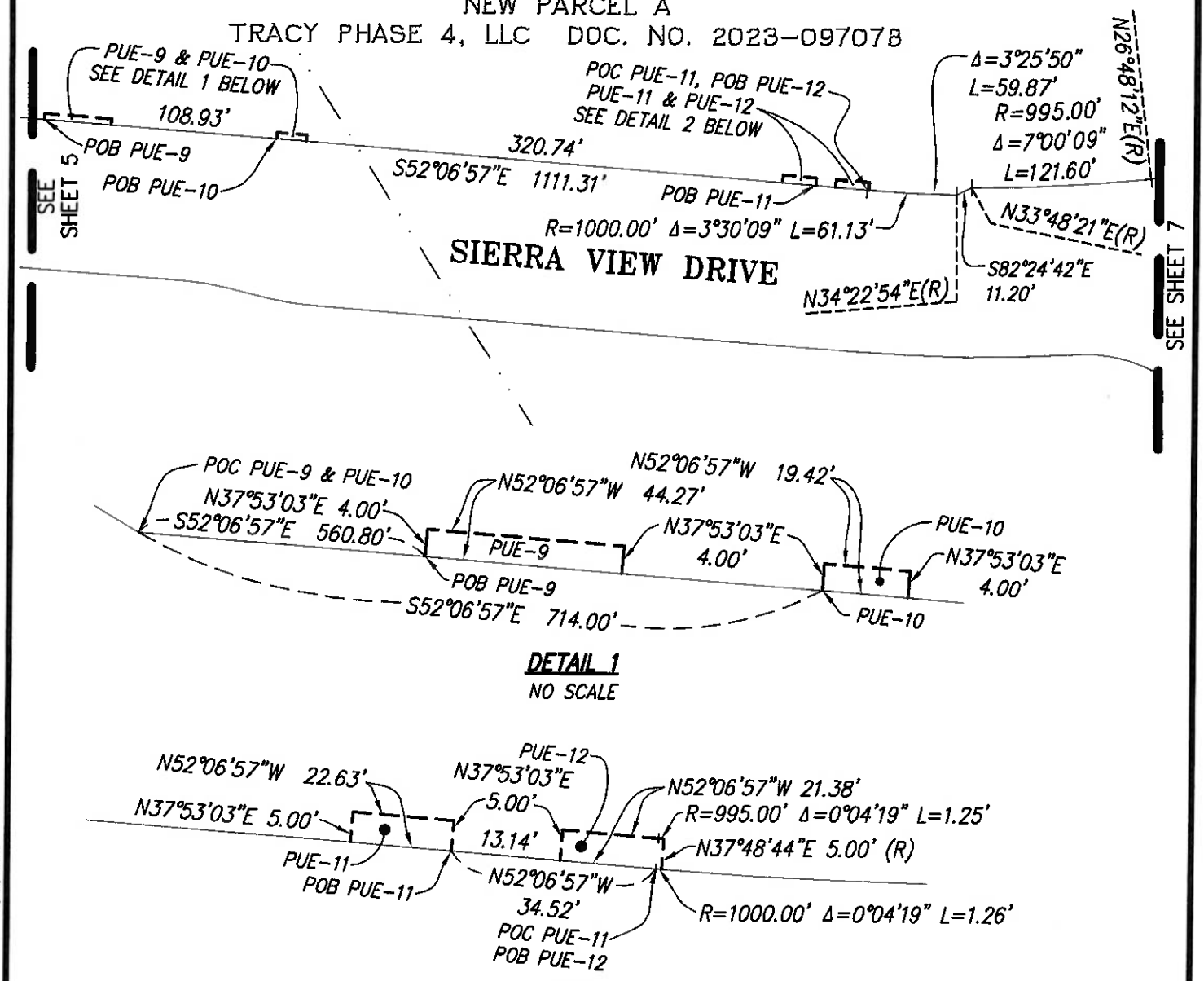
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

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SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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DETAIL 1
NO SCALE

DETAIL 2
NO SCALE

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

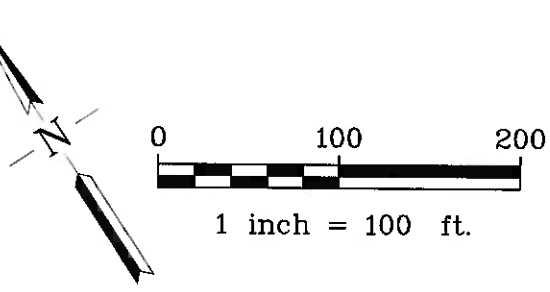


EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

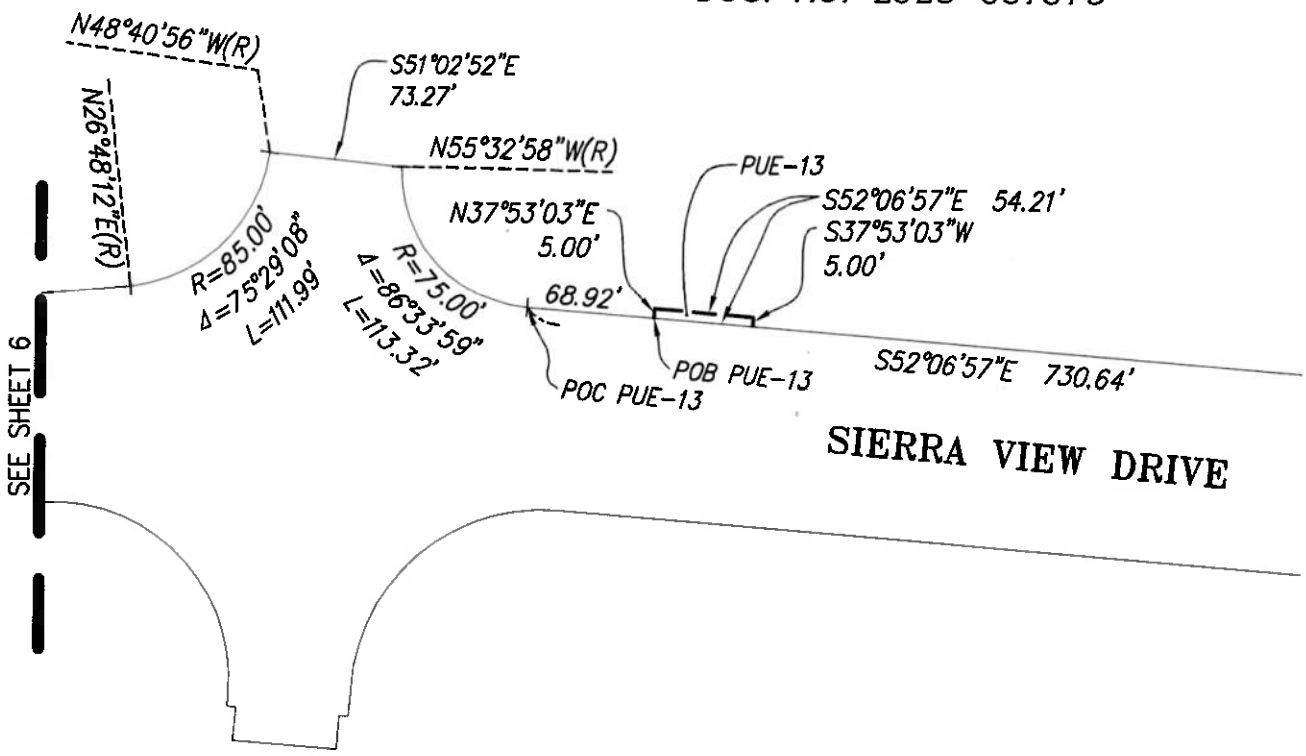
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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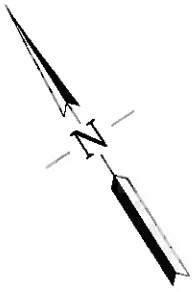
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NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

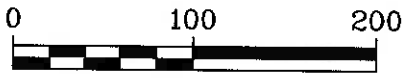


NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078



LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)



1 inch = 100 ft.

EXHIBIT B

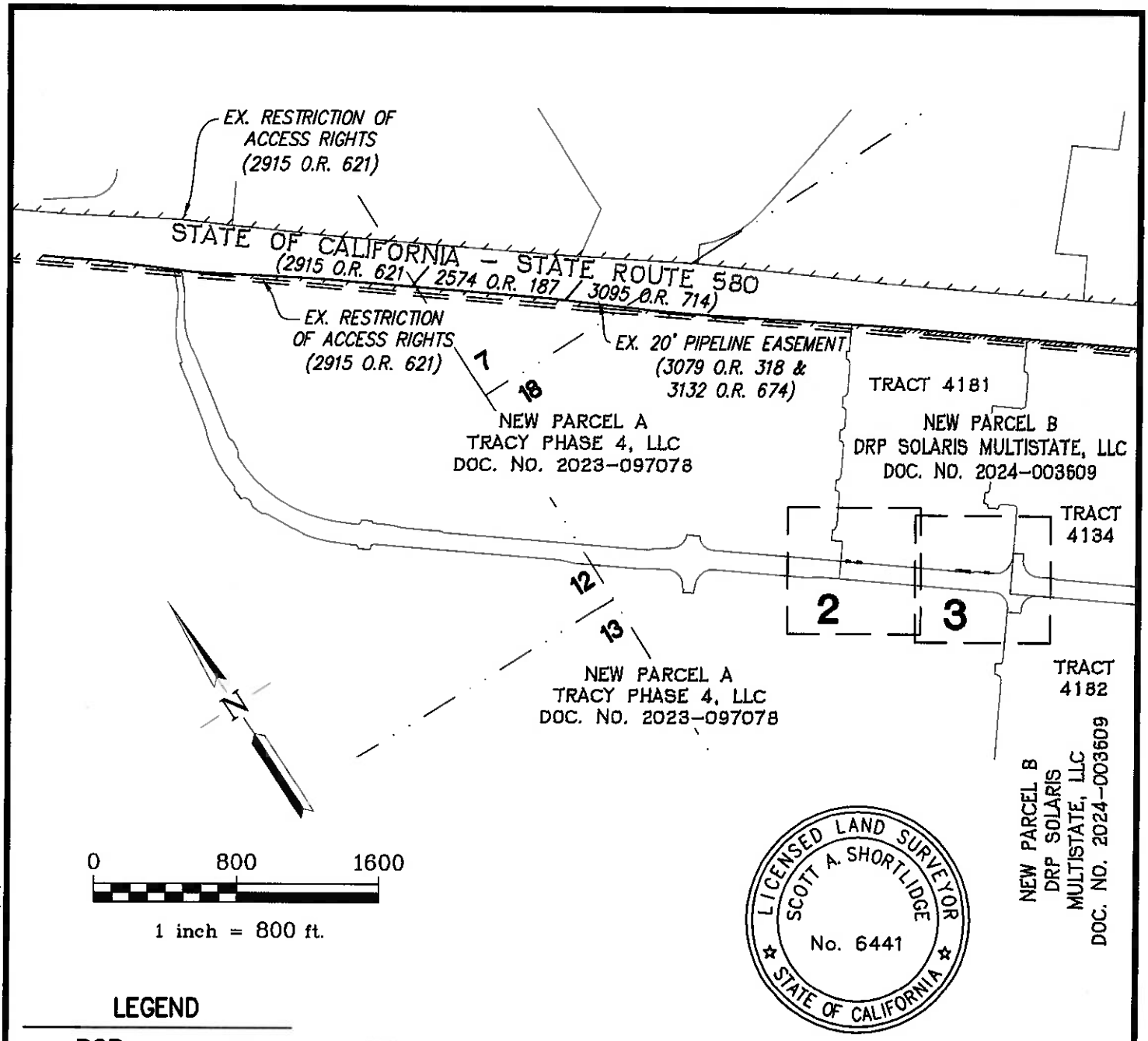
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
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CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:20:46 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

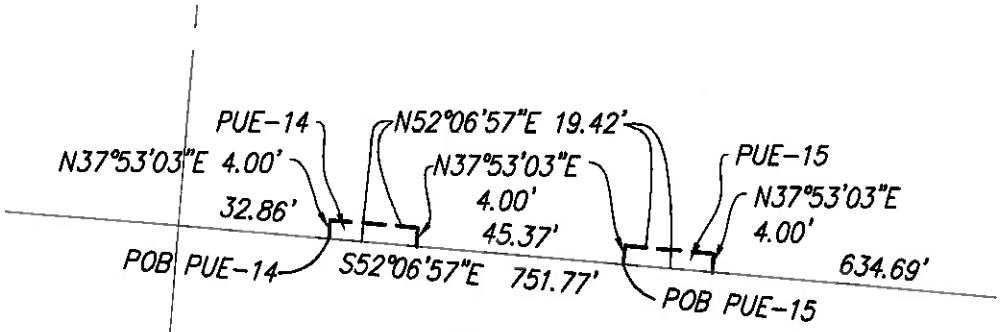
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 3

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 800'	3-14-2024	211026

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DETAIL A
NO SCALE

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

TRACT 4181
NEW PARCEL B
DRP SOLARIS MULTISTATE, LLC
DOC. NO. 2024-003609

SEE DETAIL A
THIS SHEET

S52°06'57"E 751.77'

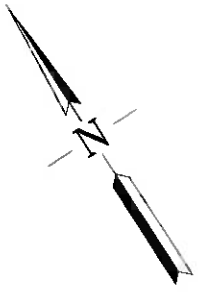
SIERRA VIEW DRIVE

SEE SHEET 3

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)



0 100 200

1 inch = 100 ft.

EXHIBIT B

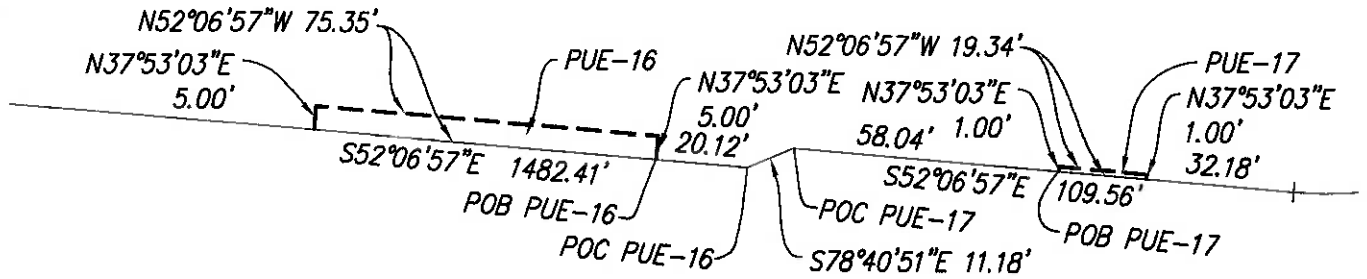
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

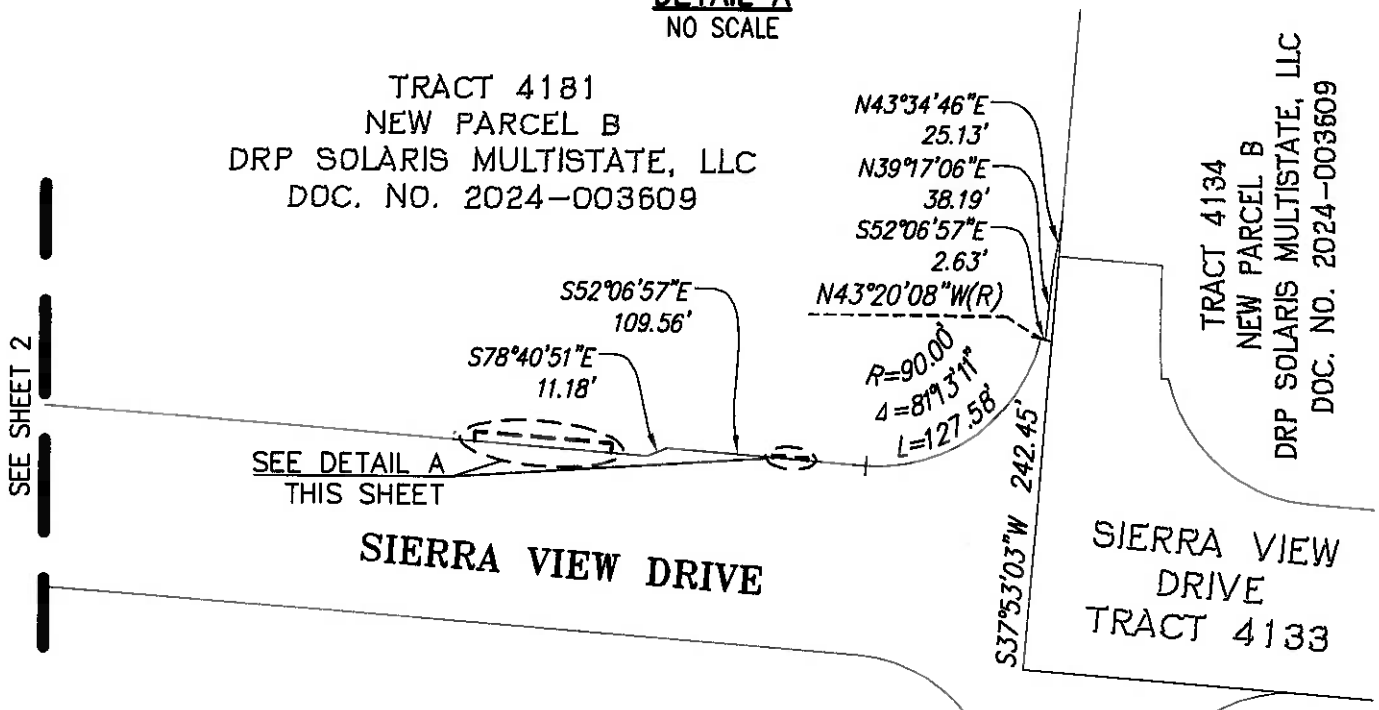
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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DETAIL A
NO SCALE



LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
- - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-14-2024	211026

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Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APN: a portion of 25106016

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase IB, LLC, a Delaware limited liability company represents that, as the owner of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public Right of Way purposes, including without limitation, roadway and utility purposes, over, under, along and across the property described in Exhibit A and depicted in Exhibit B.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: Tracy Phase IB, LLC, a Delaware limited liability company

Grantor Signatures:

Signature



James Broderick, Authorized Representative

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

Real property situate in the City of Tracy, County of San Joaquin, State of California and being a portion of Parcel 1 as said parcel is shown on the Parcel Map filed in Book 26 of Parcel Maps at Page 179, San Joaquin County Records and more particularly described as follows:

Beginning at the southeasterly terminus of the line labelled by the course N58°01'26"W 76.00', as said line and course are shown in Exhibit A - Plat to Accompany Legal Description in the Irrevocable Offer of Dedication of Fee Interest (Tracy Hills Drive) recorded in Document No. 2022-109603, Official Records of San Joaquin County, said line being a segment of the generally southwesterly line of said Tracy Hills Drive; thence across said Parcel 1 (26 PM 179) along the following nine (9) courses

1) South 31° 58' 54" West - 323.77 feet for the beginning of a curve to the left;

2) in a southwesterly direction 175.56 feet along the arc of said curve to the left, having a radius of 3413.00 feet and through a central angle of 02° 56' 50";

3) South 31° 32' 35" West - 88.25 feet;

4) South 27° 34' 49" West - 37.71 feet for the beginning of a curve to the left;

5) in a southerly direction 161.90 feet along the arc of said curve to the left, having a radius of 478.00 feet and through a central angle of 19° 24' 21";

6) South 08° 10' 27" West - 71.24 feet;

7) South 10° 57' 15" West - 20.62 feet for the beginning of a curve to the right from which the center bears North 81° 48' 46" West;

8) in a southerly direction 90.07 feet along the arc of said curve to the right, having a radius of 533.00 feet and through a central angle of 09° 40' 56";

9) South 17° 52' 10" West - 10.80 feet;

to the southwesterly line of said Parcel 1 (26 PM 179), last said line also being the northeasterly line of State Route 580; thence along last said southwesterly line North 54°00'20" West 47.89 feet; thence across said Parcel 1 (26 PM 179) along the following six (6) courses:

1) in a northerly direction 78.39 feet along the arc of said curve to the left, having a radius of 487.50 feet and through a central angle of 09° 12' 49";

2) North 08° 10' 27" East - 119.90 feet for the beginning of a curve to the right;

3) in a northerly direction 169.52 feet along the arc of said curve to the right, having a radius of 500.50 feet and through a central angle of 19° 24' 21";

4) North 27° 34' 49" East - 20.52 feet for the beginning of a curve to the right;

5) in a northeasterly direction 266.76 feet along the arc of said curve to the right, having a radius of 3472.50 feet and through a central angle of 04° 24' 06";

6) North 31° 58' 54" East - 323.77 feet to a point on the south line of said Tracy Hills Drive;

to first said line; thence along first said line South 58°01'06" East 59.50 feet to the **Point of Beginning**.

Containing a land area of 53,834 square feet, more or less.

See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part thereof.

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:

Scott Shortlidge

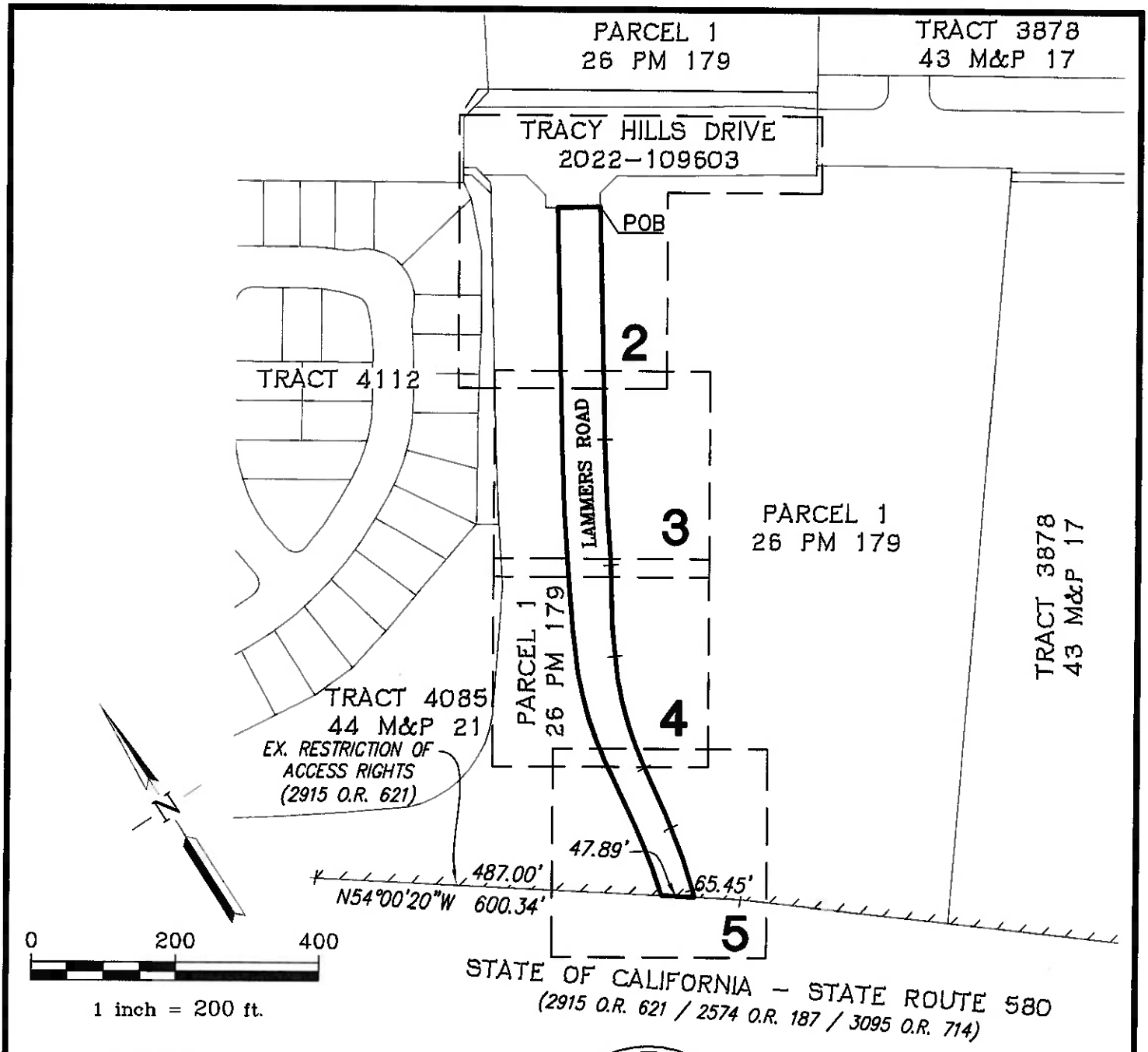
Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:12:27 -07'00'



Scott A. Shortlidge

Date

EXHIBIT B
PLAT



LEGEND

POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SF	SQUARE FEET
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:11:55 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

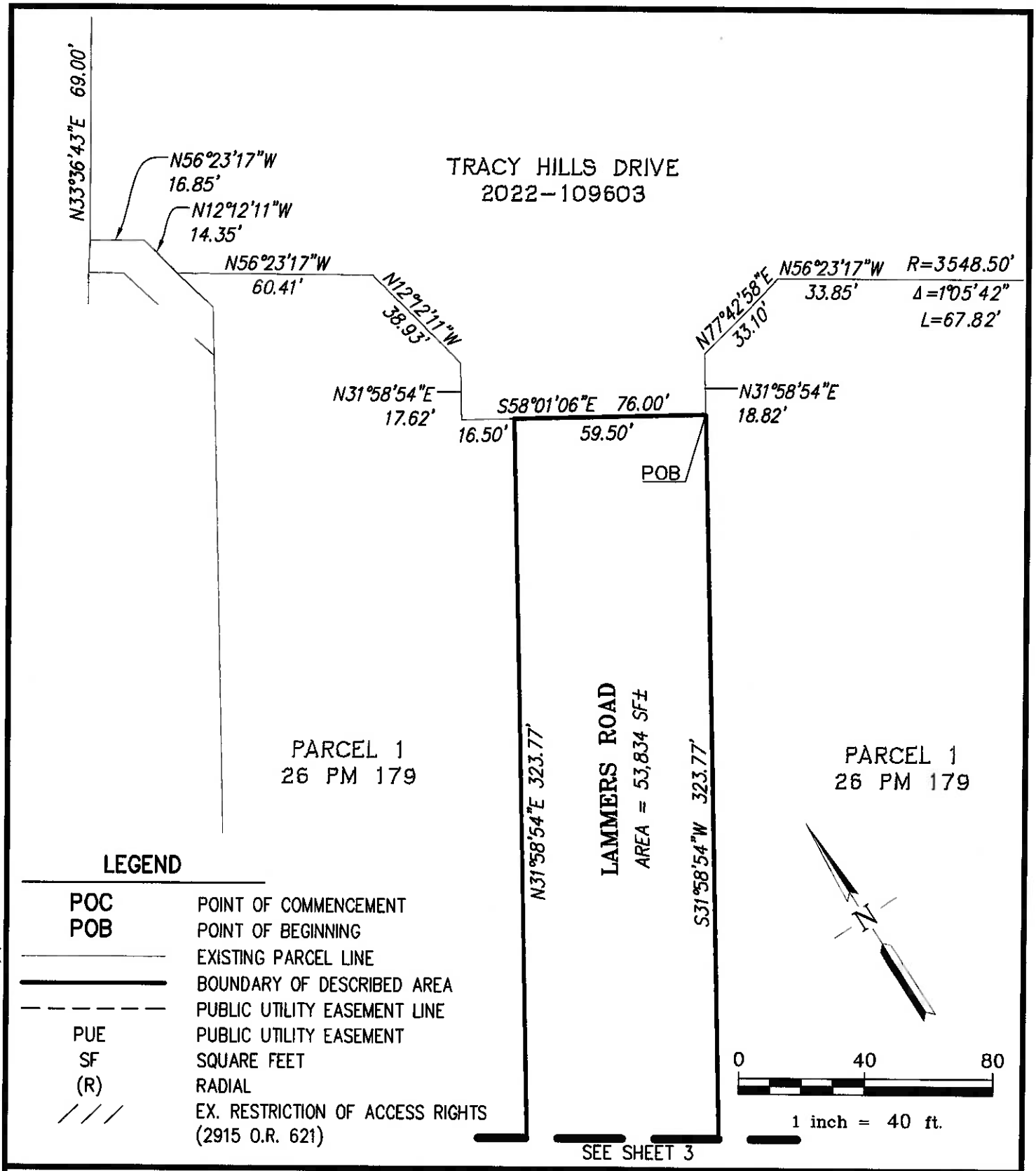
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 5

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 200'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
– – – – – –	PUBLIC UTILITY EASEMENT LINE
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

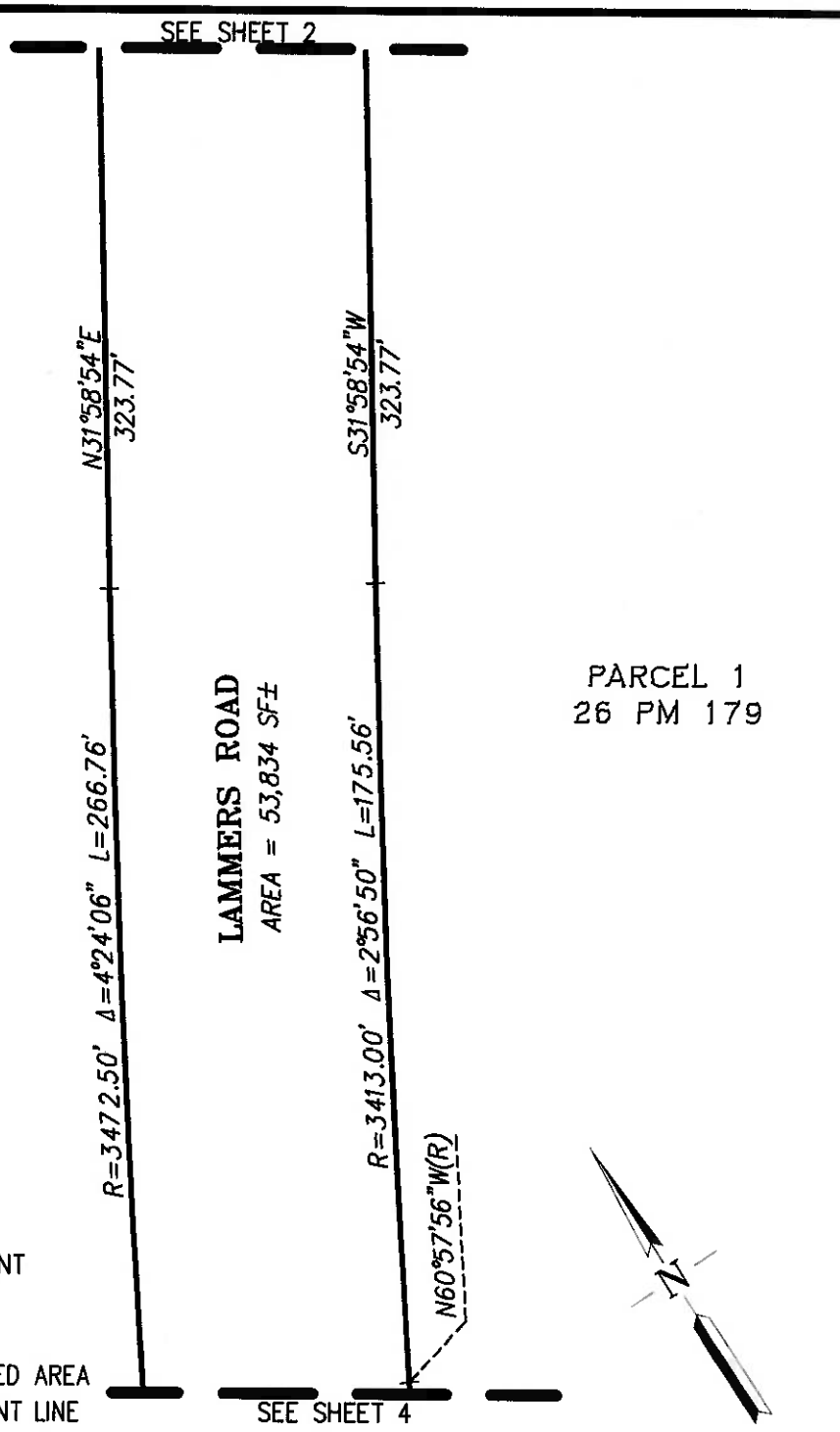
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
– – – – –	PUBLIC UTILITY EASEMENT LINE
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

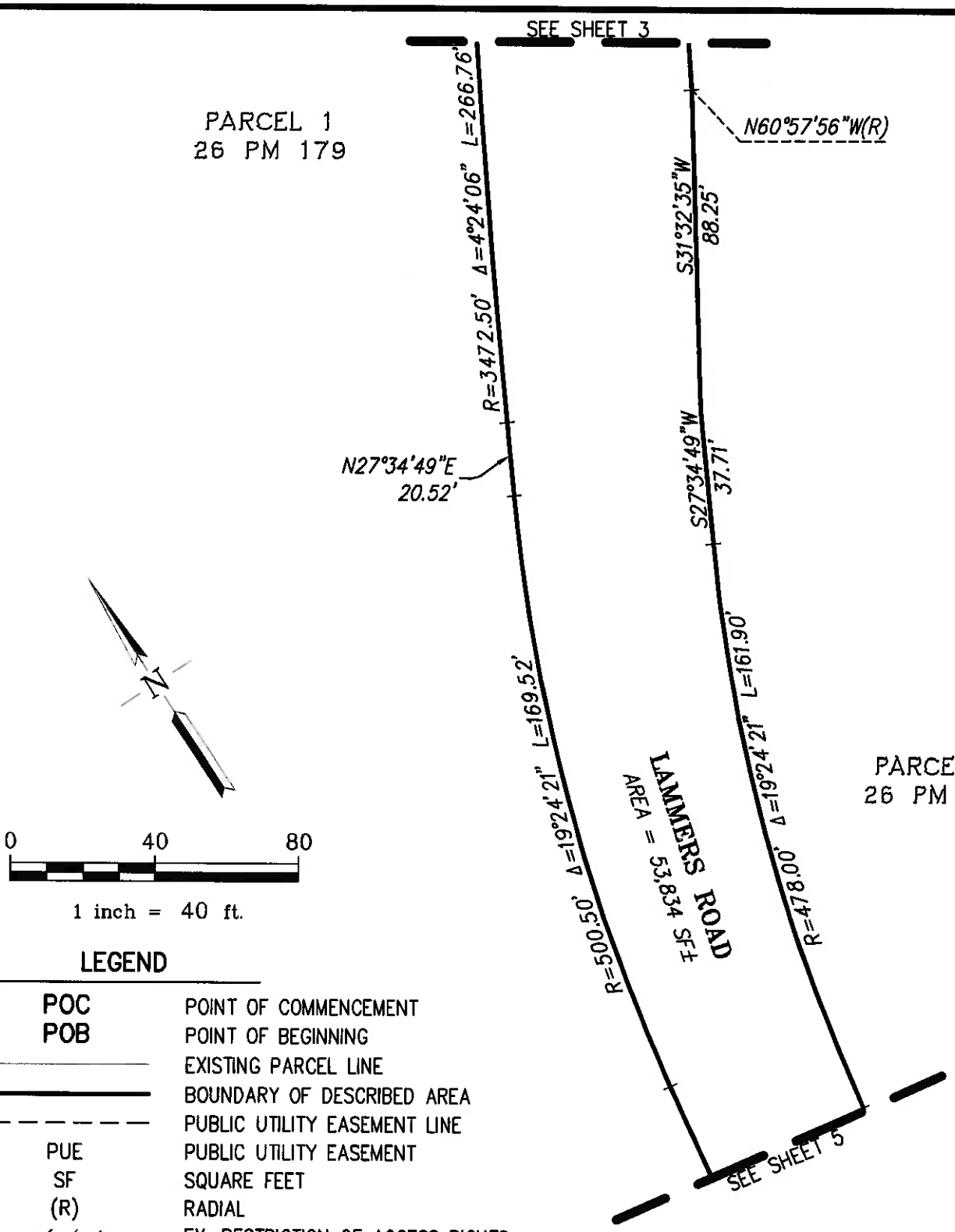
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
– – – – –	PUBLIC UTILITY EASEMENT LINE
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

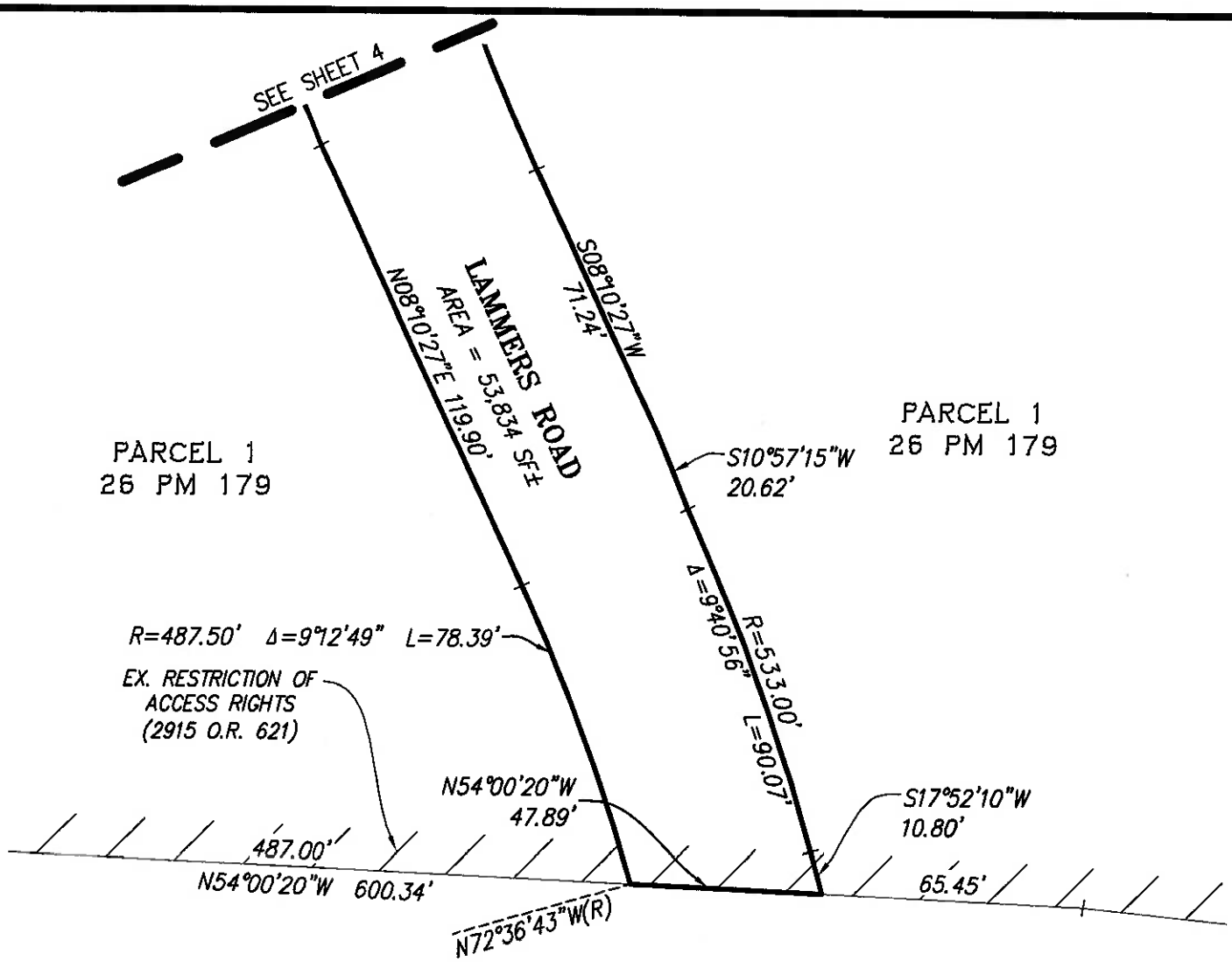
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

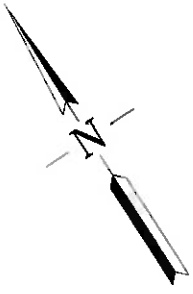
SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
– – – – –	PUBLIC UTILITY EASEMENT LINE
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)



0 40 80

1 inch = 40 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
IRREVOCABLE OFFER OF DEDICATION
RIGHT OF WAY

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 5 OF 5

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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EXHIBIT G-6

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APN: a portion of 25106016

IRREVOCABLE OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase IB, LLC, a Delaware limited liability company represents that, as the owner of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants a public utility easement to THE CITY OF TRACY, A MUNICIPAL CORPORATION, over, under, and through, the hereinafter described real property.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this _____ day of _____, 2024
Corporation/Business Name: Tracy Phase IB, LLC, a Delaware limited liability company

Grantor Signatures:

Signature

_____

James Broderick, Authorized Representative

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of easement interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 b efore me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/ ~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

Real property situate in the City of Tracy, County of San Joaquin, State of California and being portions of Parcel 1 as said parcel is shown on the Parcel Map filed in Book 26 of Parcel Maps at Page 179, San Joaquin County Records and more particularly described as follows:

PUE-1

Commencing at the northeasterly terminus of a curve segment of the southeasterly line of the Lammers Road Dedication labeled with the curve data with a radius of 3413.00 feet, a central angle of 02°56'50" and an arc length of 175.56 feet; thence southwesterly along said curve to the left, which a radial bears South 58°01'06" East to the radius point, having a central angle of 00°55'06" and an arc length of 54.70 feet to the **Point of Beginning**; thence across said Parcel 1 (26 PM 179) the following three (3) courses:

1) South 58°56'11" East 5.00 feet;
2) southeasterly along a non-tangent curve to the left, which a radial bears South 58°56'11" East to the radius point, having a radius of 3408.00 feet, a central angle of 00°22'50" and an arc length of 22.63 feet; and
3) North 59°19'01" West 5.00 feet

to first said curve on said southeasterly line; thence northwesterly along last said line along a non-tangent curve to the right, which a radial bears South 59°19'01" East to the radius point, having a radius of 3413.00 feet, a central angle of 00°22'50" and an arc length of 22.67 feet to the **Point of Beginning**.

Containing a land area of 113 square feet, more or less.

PUE-2

Commencing at the northeasterly terminus of a line segment of the southeasterly line of the Lammers Road Dedication labeled with the course South 31°32'35" West 88.25 feet; thence along said line segment South 31°32'35" West 47.04 feet to the **Point of Beginning**; thence across said Parcel 1 (26 PM 179) the following three (3) courses:

1) South 58°27'25" East 4.00 feet;
2) South 31°32'25" West 19.42 feet; and
3) North 58°27'25" West 4.00 feet

to said line segment on said southeasterly line; thence along last said line North 31°32'35" East 19.42 feet to the **Point of Beginning**.

Containing a land area of 78 square feet, more or less.

EXHIBIT A

PUE-3

Beginning at the southwesterly terminus of a line segment of the southeasterly line of the Lammers Road Dedication labeled with the course South 31°32'35" West 88.25 feet; thence along said line segment North 31°32'35" East 13.68 feet; thence across said Parcel 1 (26 PM 179) the following four (4) courses:

1) South 58°27'25" East 4.00 feet;
2) South 31°32'35" West 13.64 feet;
3) southwesterly along a non-tangent curve to the left, which a radial bears South 61°22'57" East to the radius point, having a radius of 3418.92 feet, a central angle of 00°05'46" and an arc length of 5.74 feet; and
4) North 61°28'43" West 3.89 feet

to said southeasterly line; thence along last said line North 27°34'49" East 5.92 feet to the **Point of Beginning**;

Containing a land area of 78 square feet, more or less.

PUE-4

Beginning at the southwesterly terminus of a line segment of the southeasterly line of the Lammers Road Dedication labeled with the course South 27°34'49" West 37.71 feet; thence along said line segment North 27°34'49" East 17.50; thence across said Parcel 1 (26 PM 179) the following three (3) courses:

1) South 62°25'11" East 3.00 feet;
2) South 27°34'49" West 17.50 feet; and
3) North 62°25'11" West 3.00 feet to the **Point of Beginning.**

Containing a land area of 53 square feet, more or less.

See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part thereof.

END OF DESCRIPTION

EXHIBIT A

This description and its accompanying plat were prepared by or under the direction of:

Scott Shortlidge

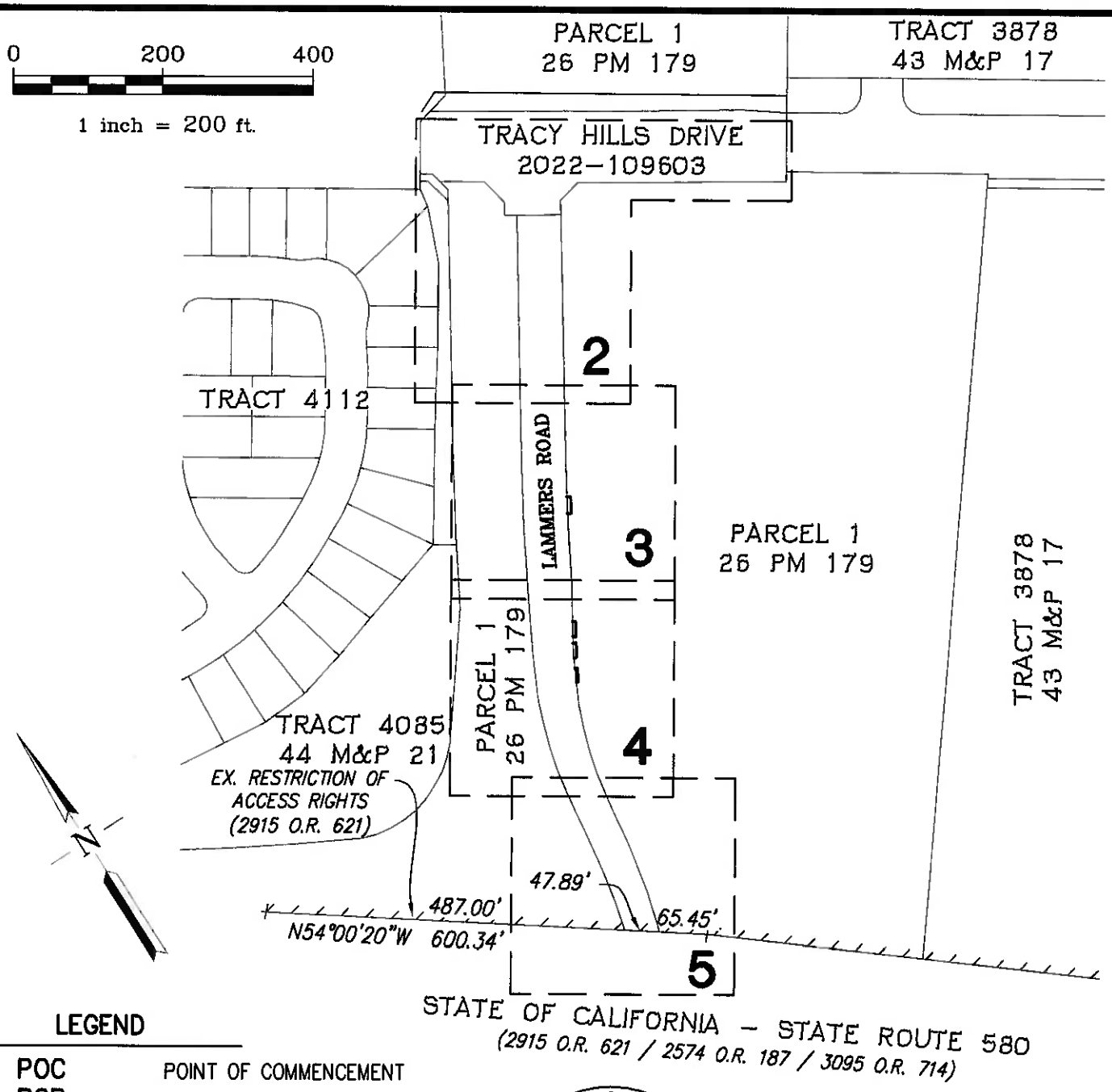
Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:10:46 -07'00'

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott A. Shortlidge

Date

EXHIBIT B
PLAT



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
- - - - -	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 16:10:17 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

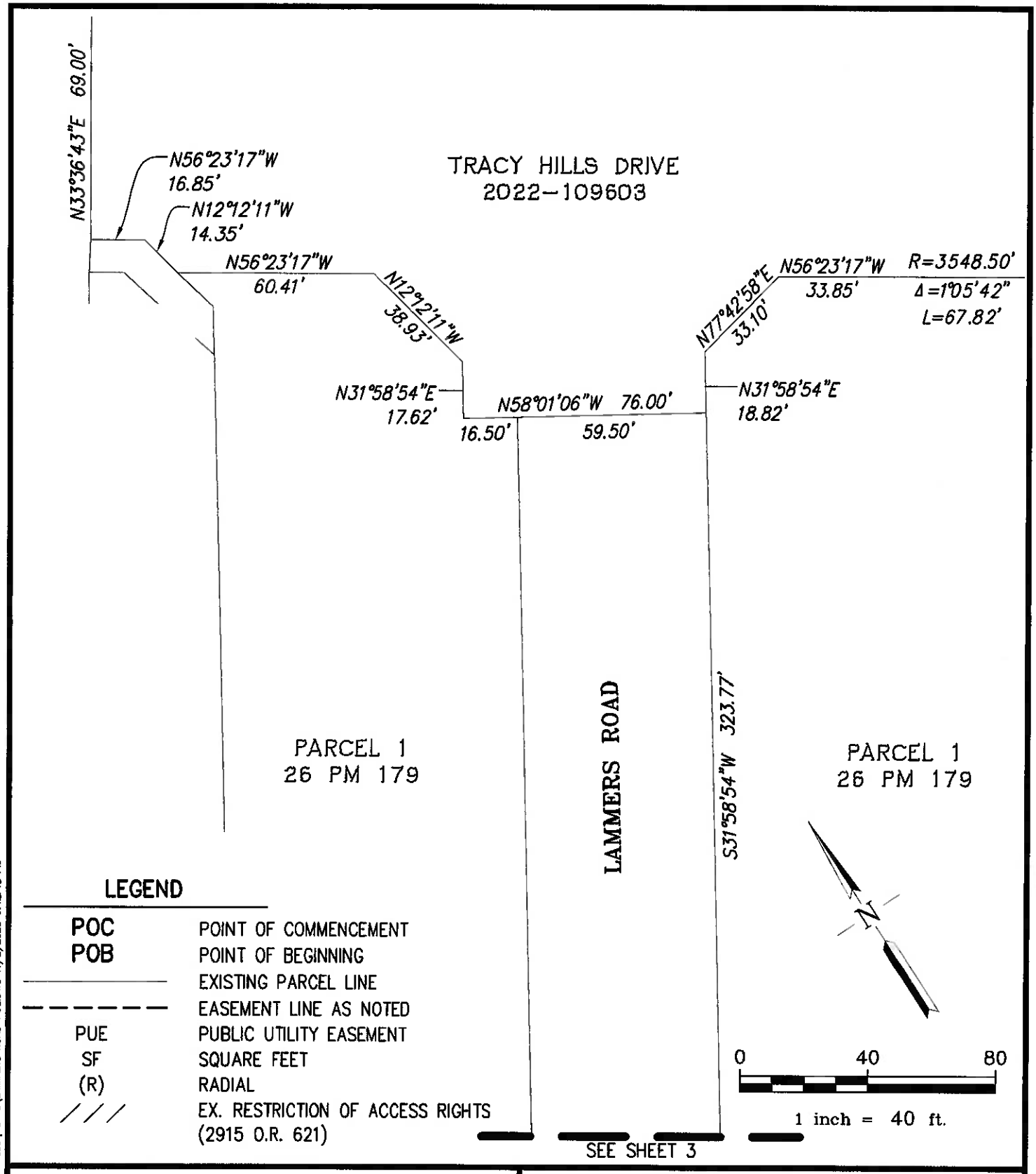
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 5

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 200'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

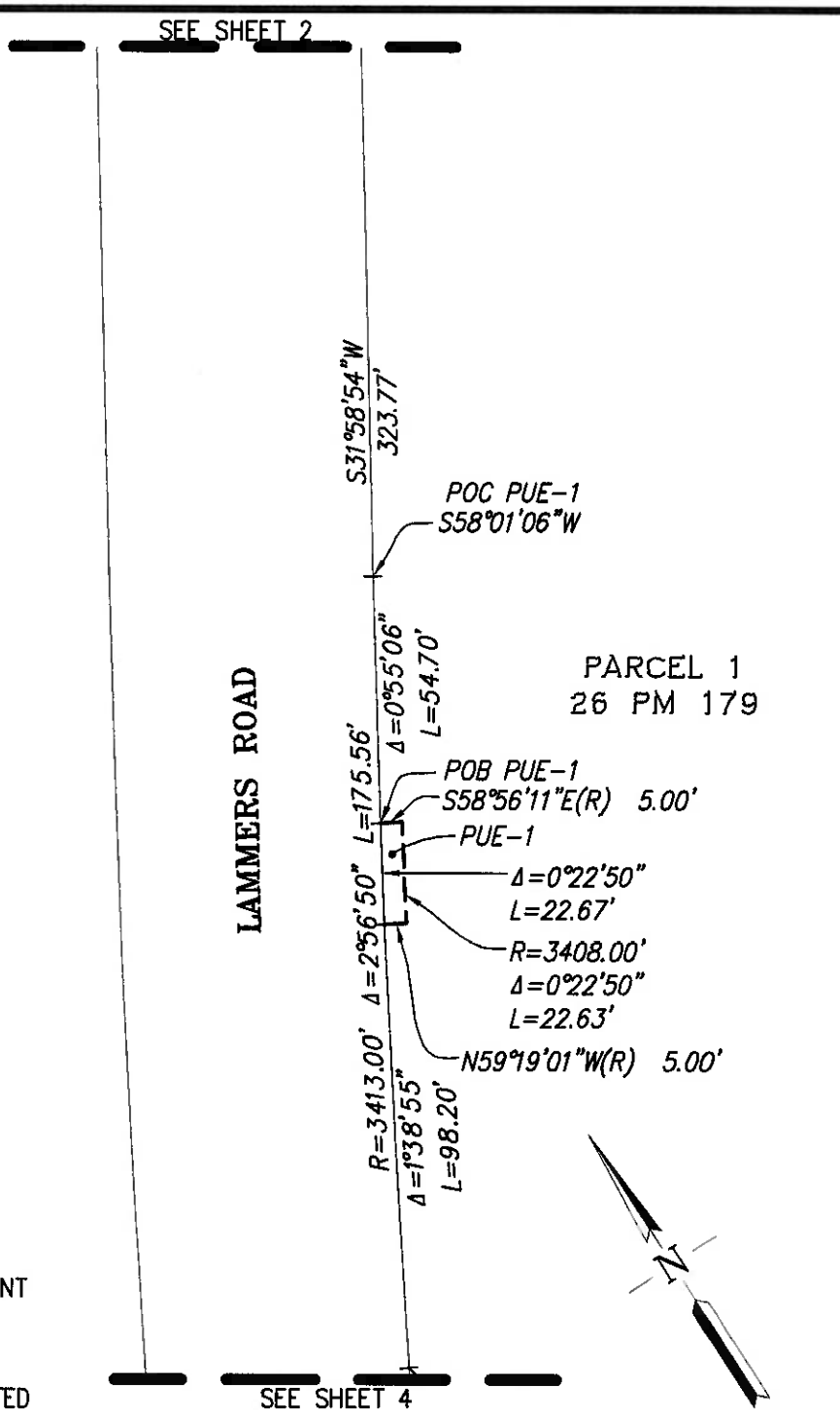
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

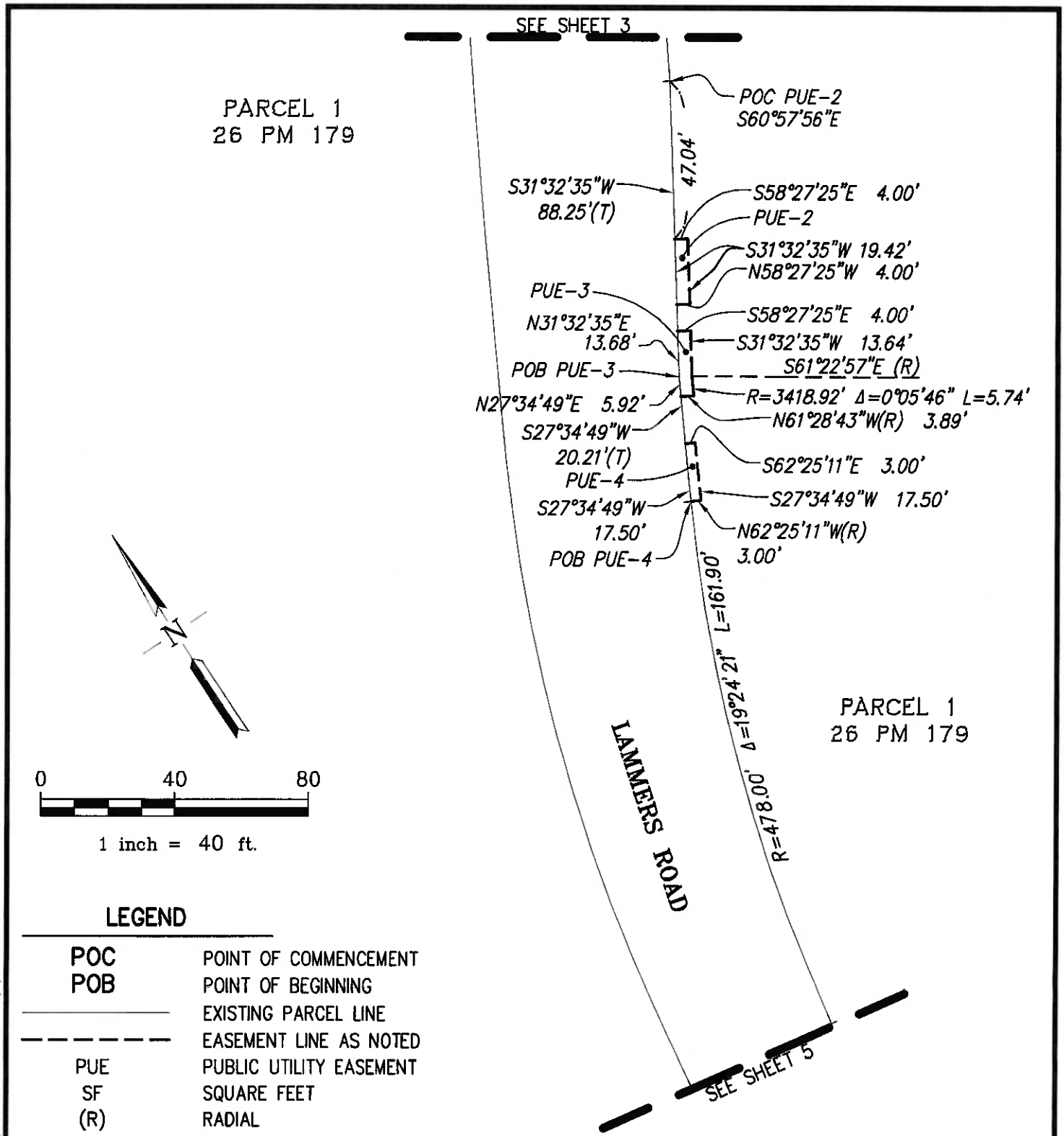
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)

EXHIBIT B

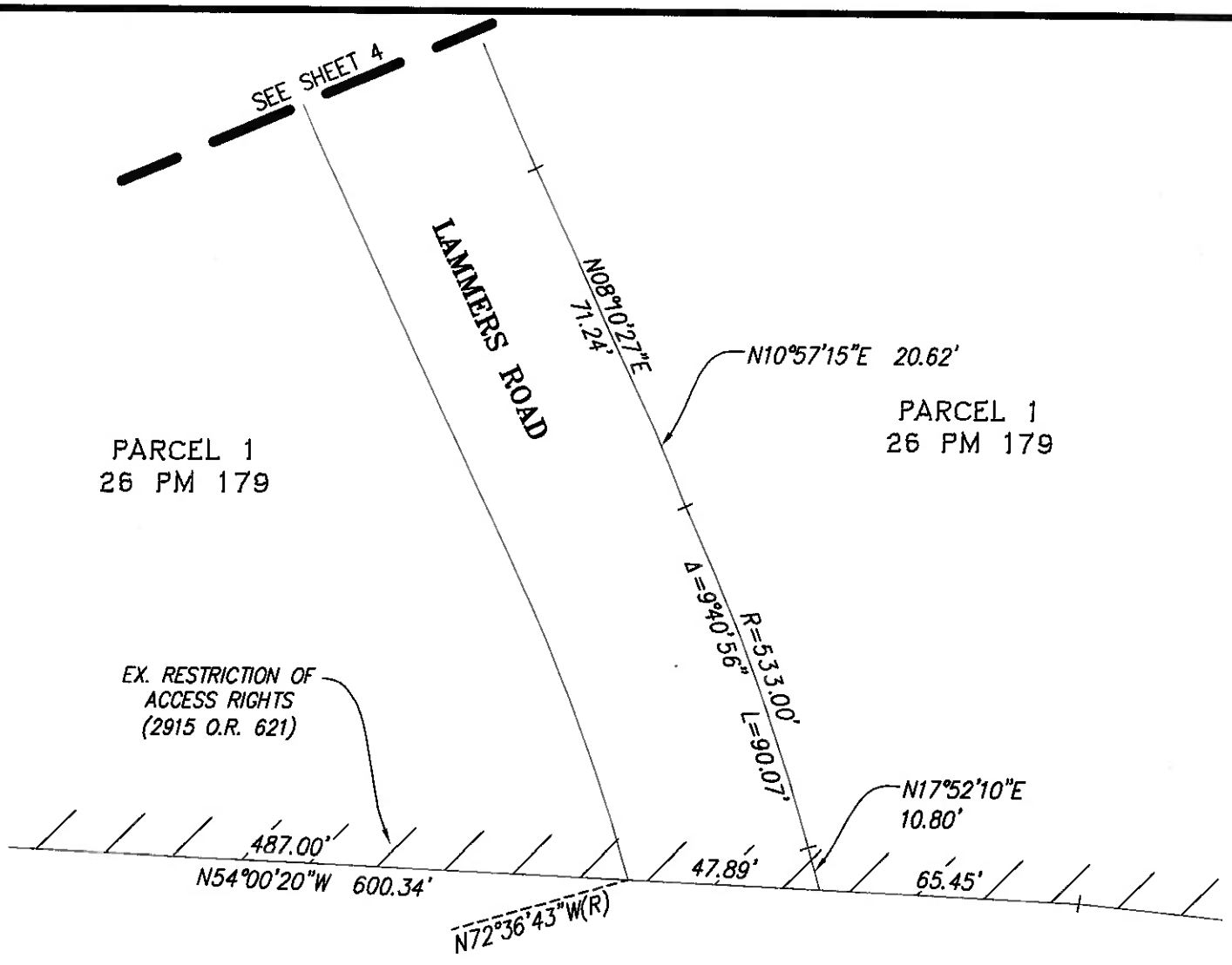
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

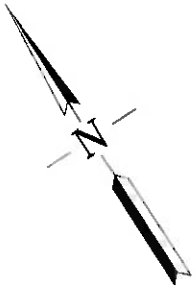
SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
———	EXISTING PARCEL LINE
– – – – –	EASEMENT LINE AS NOTED
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL
///	EX. RESTRICTION OF ACCESS RIGHTS (2915 O.R. 621)



0 40 80

1 inch = 40 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 5 OF 5

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 40'	11-02-2023	211026

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EXHIBIT G-7

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APN: a portion of 25106024

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, a Delaware limited liability company represents that, as the owner of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Public park and public recreational purposes and all ancillary uses related to such uses.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: Tracy Phase 4, LLC, a Delaware limited liability company

Grantor Signatures:

Signature

James Broderick, Authorized Representative

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

Real property situate in the City of Tracy, County of San Joaquin, State of California and being a portion of New Parcel A as described in the Grant Deed to TRACY PHASE 4, LLC, as recorded in Document No. 2023-097078, Official Records of San Joaquin County and more particularly described as follows:

Beginning at an easterly corner of New Parcel A, same corner being the southeastern terminus of a course labeled North 52° 06' 57" West 876.82 feet; same corner being at the beginning of a tangent curve to the right;

Thence along the easterly boundary of New Parcel A for the following four (4) courses:

1) In a southerly direction 128.81 feet along the arc of said curve to the right, having a radius of 82.00 feet and through a central angle of 90° 00' 00";
2) South 37° 53' 03" West 292.50 for the beginning of a curve to the right;
3) In a westerly direction 31.42 feet along the arc of said curve to the right, having a radius of 20.00 feet and through a central angle of 90° 00' 00";
4) North 52° 06' 57" West 21.00 feet for the beginning of a curve to the left;

Thence crossing through said New Parcel A for the following thirteen (13) courses:

1) In a westerly direction with said curve turning to the left an arc length of 222.80 feet, having a radius of 278.50 feet and through a central angle of 45° 50' 12";
2) South 82° 02' 51" West 188.45 feet for the beginning of a curve to the right;
3) In a westerly direction 217.20 feet along the arc of said curve to the right, having a radius of 271.50 feet and through a central angle of 45° 50' 12";
4) North 52° 06' 57" West 351.10 feet for the beginning of a curve to the right;
5) In a northerly direction 19.41 feet along the arc of said curve to the right, having a radius of 25.00 feet and through a central angle of 44° 29' 36" for the point of reverse curvature;
6) In a northerly direction 77.66 feet along the arc of said reverse curve turning to the left, having a radius of 50.00 feet and through a central angle of 88° 59' 11" for the point of reverse curvature;
7) In a northerly direction 19.41 feet along the arc of said reverse curve turning to the right, having a radius of 25.00 feet and through a central angle of 44° 29' 36";
8) North 52° 06' 57" West 130.44 feet;
9) North 37° 53' 03" East 687.00 feet;

10) South 52° 06' 57" East 10.21 feet for the beginning of a curve to the left;
11) In a southeasterly direction 43.68 feet along the arc of said curve to the left, having a radius of 200.00 feet and through a central angle of 12° 30' 44" for the point of reverse curvature;
12) In a southeasterly direction 43.68 feet along the arc of said reverse curve turning to the right, having a radius of 200.00 feet and through a central angle of 12° 30' 44";
13) South 52° 06' 57" East 97.81 feet to an ell corner of said New Parcel A, same corner being the northwestern terminus of a course labeled North 52° 06' 57" West – 876.82 feet

Thence along the east line of New Parcel A South 52° 06' 57" East 876.82 feet to the **Point of Beginning.**

Containing a land area of 707,960 square feet (16.25 acres), more or less.

See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part thereof.

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:

Scott Shortlidge

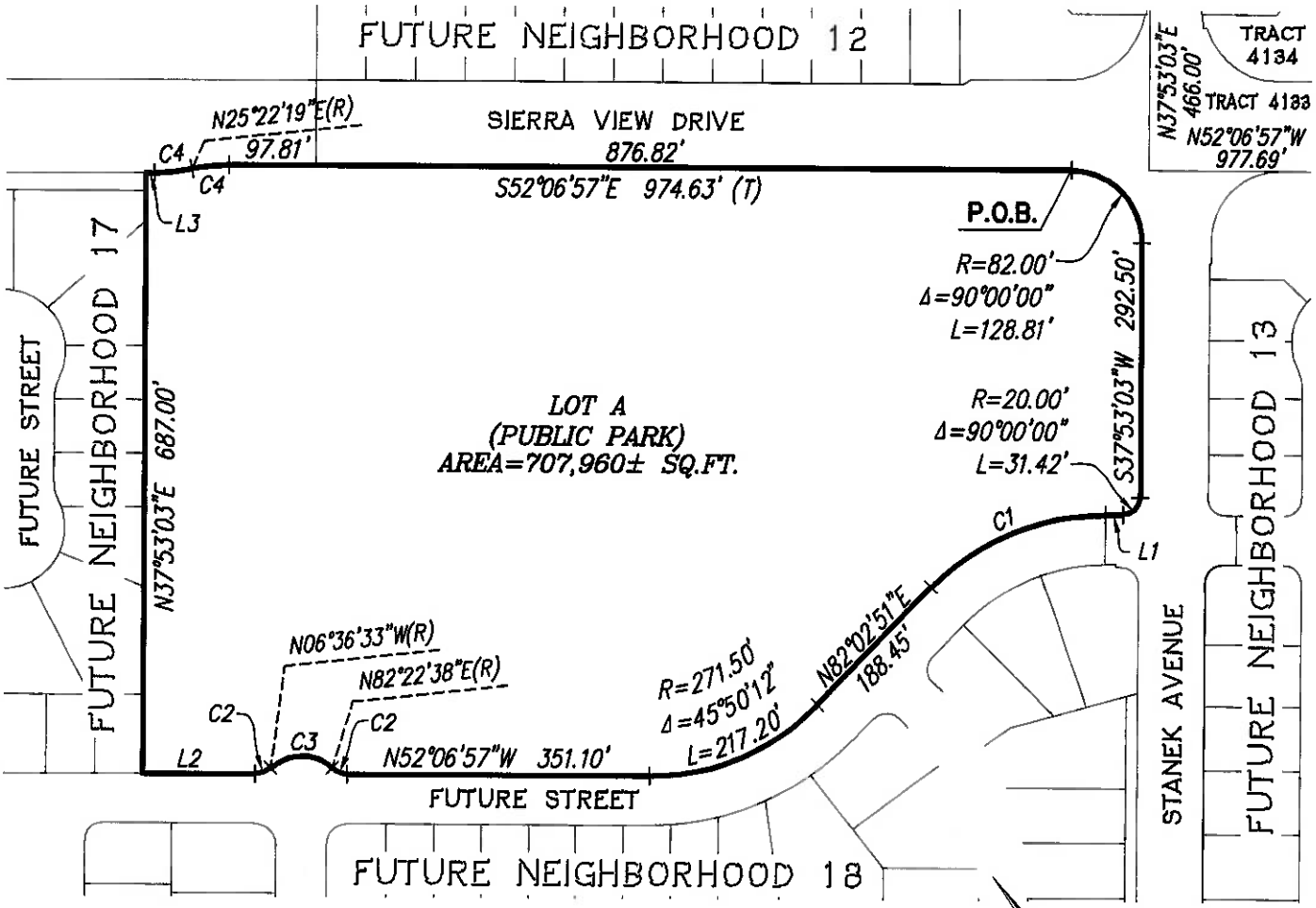
Digitally signed by Scott Shortlidge
Date: 2024.04.24 15:17:22 -07'00'



Scott A. Shortlidge

Date

EXHIBIT B
PLAT



Line Table		
Line	Bearing	Distance
L1	N52°06'57"W	21.00'
L2	N52°06'57"W	130.44'
L3	S52°06'57"E	10.21'

Curve Table			
Curve	Radius	Delta	Length
C1	278.50'	45°50'12"	222.80'
C2	25.00'	44°29'36"	19.41'
C3	50.00'	88°59'11"	77.66'
C4	200.00'	12°30'44"	43.68'

LEGEND

P.O.B.	POINT OF BEGINNING
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET
(T)	TOTAL

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 15:16:58 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PARK

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 200'	01-02-2023	201068VTM

G:\JOB2020\201068VTM\SURVEY\CAD FILES\PLATS\LOT 2 PARK 100.DWG 1/2/2024 10:31:36 AM

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

FOR THE RESIDENTIAL DEVELOPMENT PROJECT COMMONLY KNOWN AS PHASE 2 OF THE TRACY HILLS SPECIFIC PLAN:

APPROVING ACCEPTANCE OF GRANT OF ACCESS AND PUBLIC UTILITY EASEMENT AND AN OFFER OF DEDICATION FOR A RELATED WATER TANK SITE.

WHEREAS, Lennar Homes of California, LLC, is a subdivider (Developer) within the residential development project commonly known as Tracy Hills Specific Plan (Project); and

WHEREAS, on April 5, 2016, City Council certified an Environmental Impact Report and approved a General Plan Amendment and a comprehensive update to the Tracy Hills Specific Plan; and

WHEREAS, on June 18, 2019, City Council passed Ordinance 1270 and amended the Tracy Hills Specific Plan; and

WHEREAS, on May 19, 2020, City Council passed Ordinance 1286 and amended the Tracy Hills Specific Plan; and

WHEREAS, on July 21, 2020, City Council passed Ordinance 1294 and amended the Tracy Hills Specific Plan; and

WHEREAS, on November 3, 2020, an application was submitted for a Vesting Tentative Subdivision Map (VTSM) for the Phase 2 of the Project to create 1,470 single-family residential lots and various other parcels on approximately 1,143 acres located south of I-580, west of Corral Hollow Road, Application Number TSM20-0003; and

WHEREAS, on October 6, 2021, the Planning Commission held a duly noticed public hearing and recommended that the City Council approve the VTSM for the Tracy Hills Phase 2 Project Application Number TSM20-0003; and

WHEREAS, on October 19, 2021, pursuant to Resolution 2021-153, the City Council approved General Plan Amendment for Tracy Hills Specific Plan Area GPA 21-0001 and pursuant to Resolution 2021-154, the City Council approved the VTSM; and

WHEREAS, the -VTSM is subject to certain Conditions of Approval as shown on Attachment A describe, among other things, improvements that are required for approval of a

Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards; and

WHEREAS, staff recommends that the City Council approve the proposed Final Subdivision Maps for Tracts 4132, 4133, 4134, 4135, 4136, 4137, and 4138, as shown on Attachment B-1 through Attachment B-7; and

WHEREAS, since the required improvements set forth in the COAs will not be completed prior to the recordation of the Final Maps, the Developer is required to execute the legally binding agreements guaranteeing the completion of the improvements, as authorized by Government Code Section 66462; and

WHEREAS, the Developer has guaranteed the construction of all public facilities necessary to serve the subdivision or mitigate any impacts created by the subdivision and has submitted the required security to guarantee completion of the required facilities through legally binding Subdivision Improvement Agreements (SIAs), Conditional Subdivision Improvement Agreements (CSIAs), Offsite Improvement Agreements (OIAs), and Conditional Offsite Improvement Agreements (COIAs); and

WHEREAS, staff recommends that the City Council approve concurrently with approval of the final maps the proposed seven - (SIAs) for Tracts 4132, 4133, 4134, 4135, 4136, 4137, and 4138; and

WHEREAS, the proposed SIAs are for the construction of streets, sidewalks curbs, gutters, sewers, water, sewer, and storm drain mains, landscaping, underground utilities, traffic signs, street signs, and other subdivision improvements; and

WHEREAS, the Developer has executed those SIAs, shown in Attachments C-1 through C-7, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, staff recommends that the City Council approve the proposed CSIAs for the 2nd park, 3rd park, and 4th park located on Lots G, Q, and P, respectively, on the VTSM; and

WHEREAS, when completed, the parks will provide recreation areas for the neighborhoods; and

WHEREAS, the Developer has executed those CSIAs, shown in Attachments D-2 through D-4, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, staff recommends that the City Council approve the proposed OIAs to address the four offsite improvement obligations; and

WHEREAS, the first proposed OIA is related to the Developer's obligation, under the COAs, to construct public roadway improvements to Corral Hollow Road, generally extending from I-580 to southern city limits; and

WHEREAS, the Developer has executed that OIA, shown in Attachment E-1, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the second proposed OIA is related to the Developer's obligation, under the Conditions of Approval, to for the construction of public roadway improvements to Sierra View (Lammers) Road, generally extending from Tracy Hills Drive to Corral Hollow Road; and

WHEREAS, when completed, the public roadway improvements will improve traffic flow; and

WHEREAS, the Developer has executed that OIA, shown in Attachment E-2, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the third proposed OIA is related to the Developer's obligation, under the Conditions of Approval, to design the public roadway improvements known as the Tracy Boulevard/Linne Road Intersection Improvements; and

WHEREAS, the Developer has executed that OIA, shown in Attachment E-3, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the fourth proposed OIA is related to the Developer's obligation, under the Conditions of Approval, to design the public roadway improvements knows as the Linne Road/Macarthur Drive Intersection Improvement; and

WHEREAS, the Developer has executed that OIA, shown in Attachment E-4, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, staff recommends that the City Council approve the proposed COIAs to address the three offsite improvement obligations; and

WHEREAS, the first proposed COIA regards the Developer's obligation, under the Conditions of Approval, to construct public roadway improvements to Corral Hollow widening generally extending from the California Aqueduct to the Linne Road intersection; and

WHEREAS, the Developer has executed that COIA, shown in Attachment F-1, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the second proposed COIA is for the construction of public roadway and interchange improvements to Corral Hollow Road ramp terminals; and

WHEREAS, when completed, the public roadway improvements will improve traffic flow; and

WHEREAS, the Developer has executed this COIA, shown in Attachment F-2, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the third proposed COIA is for the construction of the zone 5 water line across Tracy Municipal Airport property; and

WHEREAS, when completed, the utility improvements will transport water to Phase 2; and

WHEREAS, the Developer has executed this COIA, shown in Attachment F-3, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, the fourth proposed COIA is for the construction of sanitary sewer line in Corral Hollow Road; and

WHEREAS, the Developer has executed that COIA, shown in Attachment F-4, and has submitted the required security to guarantee completion of the required improvements; and

WHEREAS, staff recommends that the City Council approve the following proposed Irrevocable Offers of Dedication (IODs) of Fee Interest:

- The first proposed IOD is the Sierra View Drive for public right of way purposes shown in Attachment G-3; and

- The second proposed IOD is the Lammers Road for public right of way purposes shown in Attachment G-5; and

- The third proposed IOD is the Stanek Avenue for public right of way purposes shown in Attachment G-2; and

WHEREAS, when completed, the right of ways will provide vehicular ingress and egress to the community; and

WHEREAS, the fourth proposed IOD is the fifteen (15) acre community park for public park purposes shown in Attachment G-7; and

WHEREAS, when completed, the park will provide recreation area to the community; and

WHEREAS, staff recommends that the City Council approve the following proposed Irrevocable Offers of Dedication (IODs) of Easements:

- The first proposed IOD is for public utility purposes adjacent to Sierra View Drive, shown in Attachment G-4; and

- The second proposed IOD is for public utility purposes adjacent to Lammers Road, shown in Attachment G-6; and

- The third proposed IOD is for public utility purposes adjacent to Stanek Avenue, shown in Attachment G-1; and

- The fourth proposed IOD is Grant of Access and Public Utility Easement extending from the southern end of the Stanek Avenue Public Street Right of Way to the Tracy Hills Phase 2 Zone 5/6 Water Tank Site shown in Attachment G-8 and is intended to be temporary and will allow City employees to access the Water Tank Site via a temporary access road located within the easement across private property, and will permit the construction, operation, and maintenance of public water mains, until such time as the developer of future phases of the Tracy Hills Project constructs the planned public roadway overlying the easement alignment; and

WHEREAS, when completed, the public utility easements will provide utility connections and services to the community; and

WHEREAS, approval of the Final Maps will enable the Developer to sell the individual residential lots and also allow the issuance of building permits to construct the single-family residential lots within the Final Maps and other facilities associated with the Project; and

WHEREAS, there will be no impact to the General Fund associated with the proposed items because the Developer will pay for the cost of review and recordation of the Final Maps, SIAs, CSIAs, OIAs, COIAs, and IODs, and the Developer has paid the applicable engineering plan check fees which includes the cost of review of the Improvement Plans; and

WHEREAS, all public outreach for the Tracy Hills development (notifications, public hearings, etc.) was conducted for the Planning Commission and City Council hearings that were held to consider the specific plan approval, EIR, and VTSM for the overall project; and

WHEREAS, this action is consistent with the Final Environmental Impact Report (EIR) certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, (SCH#2013102053); and

WHEREAS, concurrently with this action the City Council is adopting a separate Resolution approving and authorizing the recordation of 7 Final Subdivision Maps (Tracts 4132 through 4138), located within the Tracy Hills Specific Plan Area; 7 Subdivision Improvement Agreements and 3 Conditional Subdivision Improvement Agreements, 4 Offsite Improvement Agreements and 4 Conditional Offsite Improvement Agreements, 7 irrevocable offers of dedication of fee and easement interests; and

NOW, THEREFORE, BE IT RESOLVED: That subject to the adoption of Resolution_____ the City Council of the City of Tracy hereby approves the Grant of Access and Public Utility Easement and Offer of Dedication of a Water Tank Site attached hereto as Exhibit G-8; and be it further

FURTHER RESOLVED: That the City Council of the City of Tracy hereby authorizes the City Clerk to record the Grant of Access and Public Utility Easement with the Office of the San Joaquin County Recorder; and be it further

FURTHER RESOLVED: That the City Council hereby finds that the actions set forth herein are consistent with the Final Environmental Impact Report (EIR) certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, (SCH#2013102053), by Resolution No. 2016-063, and therefore, pursuant to CEQA Guidelines Sections 15162, no further environmental review is necessary.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____was adopted by the City Council on the 2nd day of July 2024 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:

G-8 Grant of Access and Public Utility Easement

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
Recorder's use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

Space above this line for

APN: a portion of 25106033 and 25106024

GRANT OF ACCESS AND PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, and DRP SOLARIS MULTISTATE, LLC, represent that, as the owner of the herein described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants to THE CITY OF TRACY, A MUNICIPAL CORPORATION ("Grantee") (i) an access easement over, under, and through, the hereinafter described real property for roadway, pedestrian and vehicular access for Grantee's employees, agents, contractors, and invitees (and not the general public); and (ii) a Public Utility Easement over, under, and through, the hereinafter described real property.

Grantor shall have the obligation to maintain and repair the roadway improvements within the easement area until such improvements are accepted by Grantee.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this_____day of _____, 2024
Corporation/Business Name: DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company and Tracy Phase 4, LLC a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

_____

By: James Broderick
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: _____

Name:_____
Its: Authorized Signatory

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
Recorder's use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

Space above this line for

APN: a portion of 25106033 and 25106024

GRANT OF ACCESS AND PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase 4, LLC, and DRP SOLARIS MULTISTATE, LLC, represent that, as the owner of the herein described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby grants to THE CITY OF TRACY, A MUNICIPAL CORPORATION ("Grantee") (i) an access easement over, under, and through, the hereinafter described real property for roadway, pedestrian and vehicular access for Grantee's employees, agents, contractors, and invitees (and not the general public); and (ii) a Public Utility Easement over, under, and through, the hereinafter described real property.

Grantor shall have the obligation to maintain and repair the roadway improvements within the easement area until such improvements are accepted by Grantee.

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this 9th day of May, 2024
Corporation/Business Name: DRP SOLARIS MULTISTATE, LLC, a Delaware limited liability company and Tracy Phase 4, LLC a Delaware limited liability company

Grantor Signatures:

TRACY PHASE 4, LLC,
a Delaware limited liability company

_____

By: _____
Title: Authorized Representative

DRP SOLARIS MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Solaris Holdings, LLC
Its: Manager

By: Houdin Honarvar

Name: Houdin Honarvar
Its: Authorized Signatory

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal. Partnership - signature of a partner required Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required*

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

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 ORANGE)

On May 9, 2024 before me, Anne Nguyen, Notary Public,
(insert name and title of the officer),

personally appeared James Broderick, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2453963
My Comm. Expires Aug 14, 2027

[Seal]

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

State of New York)
) ss.:
County of New York)

On the 9th day of May in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment.)

MILA JANETTE SUNIO
Notary Public - State of New York
NO. 01SU6431449
Qualified in New York County
My Commission Expires Apr 4, 2026

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO DRP SOLARIS MULTISTATE, LLC, RECORDED ON JANUARY 12, 2024 AS **DOCUMENT NO. 2024-003609**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EAST CORNER ON SAID NEW PARCEL B AND BEING AT THE NORTHWESTERLY TERMINUS OF A COURSE LABELED AS SOUTH 52° 06' 57" EAST, 26.50 FEET TO THE **POINT OF BEGINNING** HEREOF;

THENCE CONTINUING ALONG THE EAST LINE OF NEW PARCEL B, SOUTH 52° 06' 57" EAST, 30.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, AND CROSSING THROUGH NEW PARCEL B, FOR THE FOLLOWING NINE (9) COURSES:

1) SOUTH 37° 53' 03" WEST 374.50 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
2) IN A SOUTHWESTERLY DIRECTION, 51.16 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1023.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54" FOR THE BEGINNING OF A REVERSE CURVE;
3) IN A SOUTHWESTERLY DIRECTION, 48.86 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 977.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54";
4) SOUTH 37° 53' 03" WEST 942.13 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
5) IN A SOUTHWESTERLY DIRECTION, 176.51 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 474.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";
6) SOUTH 16° 34' 16" WEST 594.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

EXHIBIT A

7) IN A SOUTHERLY DIRECTION, 51.16 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1023.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54" FOR THE BEGINNING OF A REVERSE CURVE;
8) IN A SOUTHERLY DIRECTION, 48.86 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 977.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54";
9) SOUTH 16° 34' 16" WEST 167.91 FEET TO THE SOUTH LINE OF NEW PARCEL B;

THENCE ALONG SAID SOUTH LINE, NORTH 73° 25' 44" WEST 30.00 FEET;

THENCE CROSSING THROUGH NEW PARCEL B FOR THE FOLLOWING NINE (9) COURSES:

1) NORTH 16° 34' 16" EAST 167.91 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
2) IN A NORTHERLY DIRECTION, 50.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1007.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54" FOR THE BEGINNING OF A REVERSE CURVE;
3) IN A NORTHERLY DIRECTION, 49.66 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 993.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54";
4) NORTH 16° 34' 16" EAST 594.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
5) IN A NORTHEASTERLY DIRECTION, 187.66 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 504.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";
6) NORTH 37° 53' 03" EAST 942.13 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
7) IN A NORTHEASTERLY DIRECTION, 50.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1007.00 FEET AND THROUGH

EXHIBIT A

A CENTRAL ANGLE OF 02° 51' 54" FOR THE BEGINNING OF A REVERSE CURVE;

8) IN A NORTHEASTERLY DIRECTION, 49.66 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 993.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 51' 54";

9) NORTH 37° 53' 03" EAST 374.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **73,840 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:46:34 -07'00'



DATE

SCOTT A. SHORTLIDGE

EXHIBIT A

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL A AS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 4, LLC, RECORDED ON NOVEMBER 29, 2023, UNDER **DOCUMENT NO. 2023-097078**, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF STANEK AVENUE AS CREATED BY THE IRREVOCABLE OFFER OF DEDICATION RECORDED ON _____, UNDER DOCUMENT NO. _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING AT THE EASTERLY TERMINUS OF THE LINE LABELED AS NORTH 73° 25' 44" WEST - 57.00 FEET;

THENCE ALONG SAID LINE NORTH 73° 25'44" WEST - 5.50 FEET FOR THE **POINT OF BEGINNING**;

THENCE ACROSS NEW PARCEL A THE FOLLOWING THIRTY (30) COURSES:

1) SOUTH 16° 34' 16" WEST - 568.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
2) IN A SOUTHERLY DIRECTION 25.83 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1023.00 FEET AND THROUGH A CENTRAL ANGLE OF 01° 26' 48";
3) SOUTH 18° 01' 04" WEST - 274.35 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

EXHIBIT A

4) IN A SOUTHWESTERLY DIRECTION 130.23 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 273.00 FEET AND THROUGH A CENTRAL ANGLE OF 27° 19' 53";

5) SOUTH 45° 20' 57" WEST - 205.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

6) IN A WESTERLY DIRECTION 393.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 273.00 FEET AND THROUGH A CENTRAL ANGLE OF 82° 32' 06";

7) NORTH 52° 06' 57" WEST - 177.53 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 37° 53' 03" WEST;

8) IN A NORTHWESTERLY DIRECTION 75.70 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 977.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 26' 21";

9) WITH A REVERSE CURVE TO THE RIGHT, IN A NORTHWESTERLY DIRECTION 79.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1023.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 26' 21";

10) NORTH 52° 06' 57" WEST - 625.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

11) IN A NORTHERLY DIRECTION 502.82 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1269.00 FEET AND THROUGH A CENTRAL ANGLE OF 22° 42' 09";

12) SOUTH 60° 35' 12" WEST - 5.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 60° 35' 12" EAST;

EXHIBIT A

13) IN A NORTHWESTERLY DIRECTION 30.00 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1274.50 FEET AND THROUGH A CENTRAL ANGLE OF 01° 20' 55";

14) NORTH 61° 56' 07" EAST - 5.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 61° 56' 07" EAST;

15) IN A NORTHWESTERLY DIRECTION 101.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1269.00 FEET AND THROUGH A CENTRAL ANGLE OF 4° 35' 48";

16) NORTH 23° 28' 05" WEST - 27.75 FEET;

17) NORTH 66° 31' 55" EAST - 30.00 FEET;

18) SOUTH 23° 28' 05" EAST - 27.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

19) IN A SOUTHEASTERLY DIRECTION 619.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1239.00 FEET AND THROUGH A CENTRAL ANGLE OF 28° 38' 52";

20) SOUTH 52° 06' 57" EAST - 625.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

21) IN A SOUTHEASTERLY DIRECTION 76.94 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 993.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 26' 21";

22) WITH A REVERSE CURVE TO THE RIGHT, IN A SOUTHEASTERLY DIRECTION 78.02 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 1007.00 FEET AND THROUGH A CENTRAL ANGLE OF 04° 26' 21";

23) SOUTH 52° 06' 57" EAST - 177.53 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

24) IN AN EASTERLY DIRECTION 350.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 243.00 FEET AND THROUGH A CENTRAL ANGLE OF 82° 32' 06";

25) NORTH 45° 20' 57" EAST - 205.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

26) IN A NORTHEASTERLY DIRECTION 115.92 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 243.00 FEET AND THROUGH A CENTRAL ANGLE OF 27° 19' 53";

27) NORTH 18° 01' 04" EAST - 274.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

28) IN A SOUTHERLY DIRECTION 25.07 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 993.00 FEET AND THROUGH A CENTRAL ANGLE OF 01° 26' 48";

29) NORTH 16° 34' 16" EAST - 568.03 FEET;

30) SOUTH 73° 25' 44" EAST - 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A LAND AREA OF **95,583 SQUARE FEET**, MORE OR LESS.

SEE EXHIBIT B – PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART THEREOF.

EXHIBIT A

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED UNDER THE DIRECTION OF:

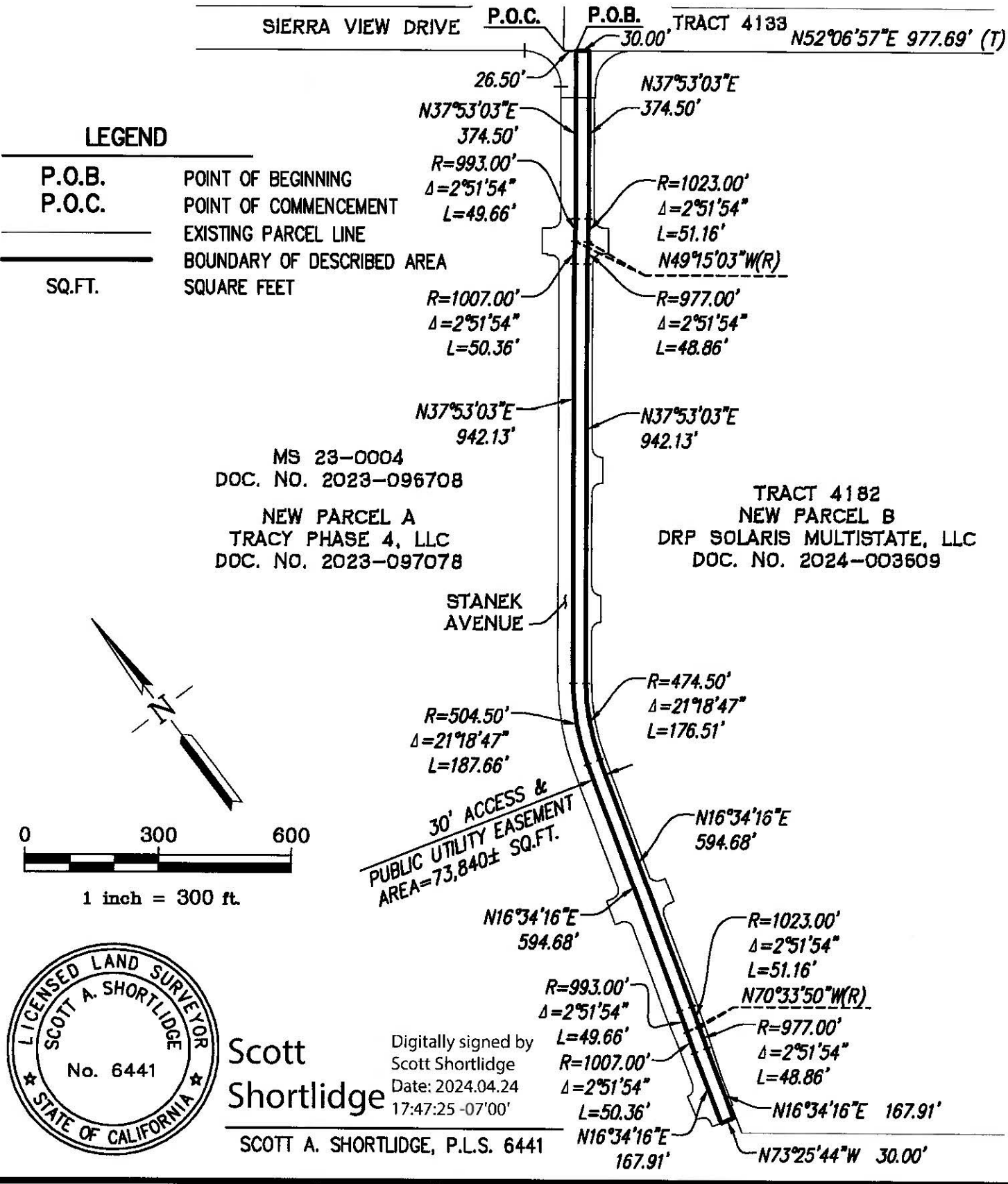
Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:46:57 -07'00'



SCOTT A. SHORTLIDGE _____ DATE

EXHIBIT B
PLAT



LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:47:25 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
ACCESS AND PUBLIC UTILITY EASEMENT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 300'	4-24-2024	201068VTM

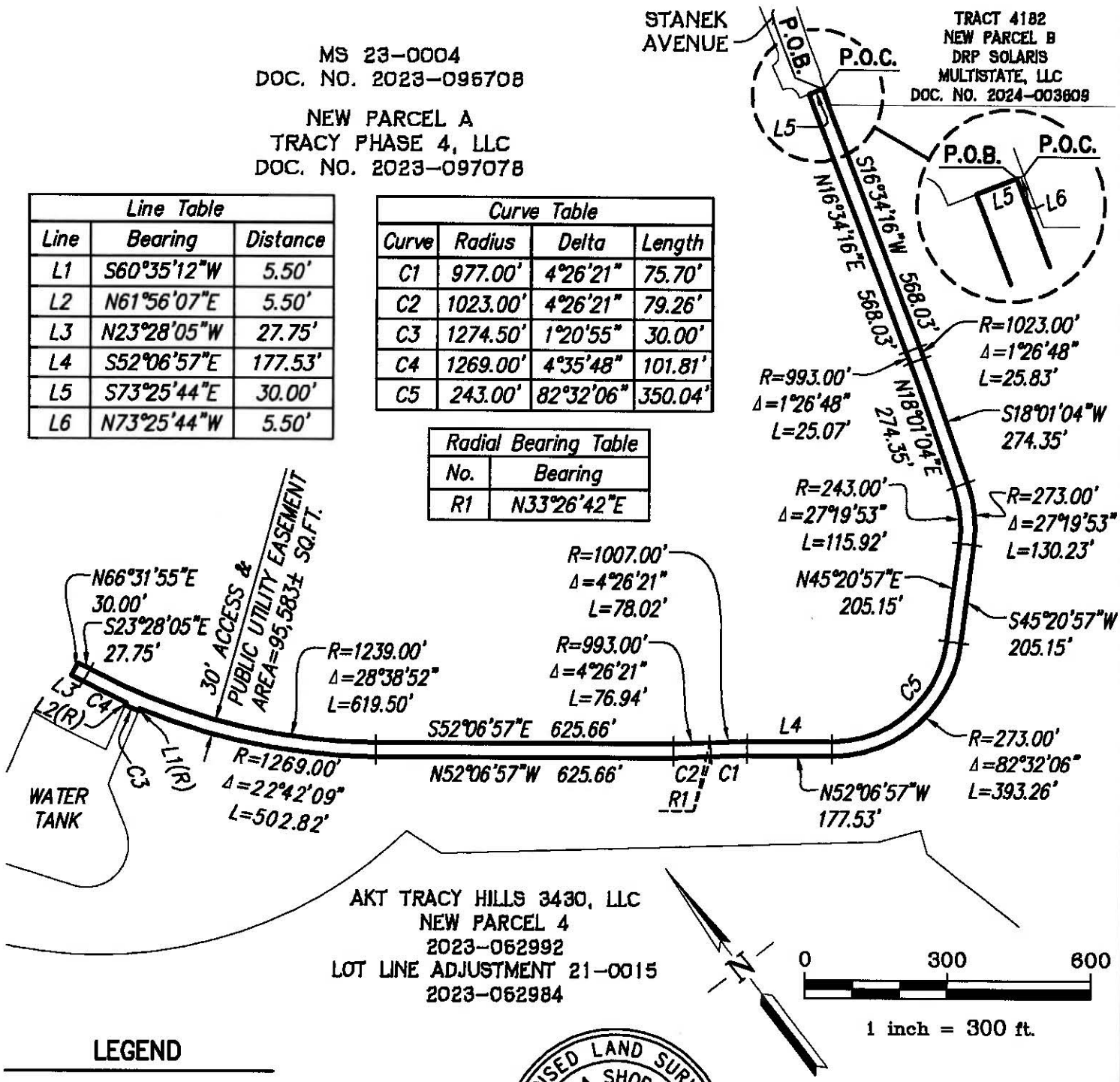
MS 23-0004
DOC. NO. 2023-096708

NEW PARCEL A
TRACY PHASE 4, LLC
DOC. NO. 2023-097078

Line Table		
Line	Bearing	Distance
L1	S60°35'12"W	5.50'
L2	N61°56'07"E	5.50'
L3	N23°28'05"W	27.75'
L4	S52°06'57"E	177.53'
L5	S73°25'44"E	30.00'
L6	N73°25'44"W	5.50'

Curve Table			
Curve	Radius	Delta	Length
C1	977.00'	4°26'21"	75.70'
C2	1023.00'	4°26'21"	79.26'
C3	1274.50'	1°20'55"	30.00'
C4	1269.00'	4°35'48"	101.81'
C5	243.00'	82°32'06"	350.04'

Radial Bearing Table	
No.	Bearing
R1	N33°26'42"E



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
SQ.FT.	SQUARE FEET

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott Shortlidge

Digitally signed by Scott Shortlidge
Date: 2024.04.24 17:47:50 -07'00'

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
ACCESS AND PUBLIC UTILITY EASEMENT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 300'	4-24-2024	201068VTM

July 2, 2024

Agenda Item 1.N

RECOMMENDATION

In the matter, *Nicolaou v. City of Tracy et al*., Case No. STK-CV-UWH-2024-5436, the City Council to approve, each by separate action, the following Resolutions approving:

1. **Updated Scope Letter and Conflicts Waiver for Mayor Pro Tem Davis;**
2. **Updated Scope Letter and Conflicts Waiver for Councilmember Bedolla;**
3. **Updated Scope Letter and Conflicts Waiver for Councilmember Evans; and**
4. **New representation agreement with Levin Oldfather LLP for City Attorney Patel**

EXECUTIVE SUMMARY

On May 7, 2024, for the *Nicolaou v. City of Tracy, et al*. (Matter), Mr. Steve Nicolaou filed a "Verified Petition and Complaint for Injunctive and Declaratory Relief" against the City of Tracy, as well as Mayor Pro Tem Davis, Councilmember Bedolla, Councilmember Evans, and City Attorney Patel in their official and individual capacities. The proposed resolutions 1-3 will approve the engagement letters with updated scopes and conflict waivers for Mayor Pro Tem Davis, and Councilmembers Bedolla and Evans in their official and individual capacities for the Matter with Atkinson, Andelson, Loya, Ruud & Romo, the firm that will also be representing the City in the same matter. Proposed Resolution 4 will approve City Attorney Patel's representation agreement with Levin Oldfather LLP, to represent City Attorney Patel in her official and individual capacity in this same Matter.

BACKGROUND AND LEGISLATIVE HISTORY

On May 7, 2024, Mr. Steve Nicolaou filed a "Verified Petition and Complaint for Injunctive and Declaratory Relief" against the City of Tracy, as well as Mayor Pro Tem Davis, Councilmember Bedolla, Councilmember Evans, and City Attorney Patel in their official and individual capacities. Mr. Nicolaou brought six causes of action: 1) Writ of Mandate; 2) Waste of Public Funds/Illegal Expenditure of Public Funds; 3) Breach of Fiduciary Duty and Violation of Public Trust; 4) Brown Act Violation – Decision on Compensation; 5) Brown Act Violation – Disclosure of Confidential Information; and 6) Declaratory Relief. As of the date of this staff report, the individual defendants have still not been served. Only the City has been served. California Rules of Court require that Mr. Nicolaou serve all defendants he names after he files his petition.

The City has an existing Legal Services Engagement Letter with Atkinson, Andelson, Loya, Ruud & Romo. Per the terms in that Letter, each new matter requires a new scope letter. The Engagement Letter and the New Scope Letter for this litigation are attached here as Attachment 1.

ANALYSIS

California Government Code, § 995 requires the City to, upon request by the employee or official, defend and indemnify said employee or official in any civil action. The civil action must be due to an act or omission within the scope of the employee's or official's duties to the City.

Mayor Pro Tem Davis, Councilmember Bedolla, and Councilmember Evans have requested to be represented by Atkinson Andelson Loya Ruud & Romo, the same firm that the City is represented by in this Matter. The signed Conflict Waiver is attached to this report as Attachment 2.

City Attorney Patel has also requested legal representation in this Matter. The City proposes that City Attorney Patel be represented by the law firm Levin Oldfather, LLP. The proposed legal representation agreement is attached to this report as Attachment 3.

FISCAL IMPACT

Representation for the City and the three Councilmembers will be billed by Atkinson Andelson Loya Ruud & Romo at an hourly rate of $375 and below, depending on staffing.

Representation for City Attorney Patel will be billed by Levin Oldfather, LLP at an hourly rate of $450.

ACTION REQUESTED OF THE CITY COUNCIL

In the matter, *Nicolaou v. City of Tracy et al*., Case No. STK-CV-UWH-2024-5436, the City Council to approve, each by separate action, the following Resolutions approving:

1. Updated Scope Letter and Conflicts Waiver for Mayor Pro Tem Davis;
2. Updated Scope Letter and Conflicts Waiver for Councilmember Bedolla;
3. Updated Scope Letter and Conflicts Waiver for Councilmember Evans; and
4. New Representation Agreement with Levin Oldfather LLP for City Attorney Patel

Prepared by: Special Counsel Jenica D. Maldonado, Atkinson, Andelson , Loya, Rudd & Romo Professional Law Corporation

Attachments:

1. City of Tracy and AALRR Engagement Letter and Scope Attachment
2. Signed Conflict Waiver
3. Legal Representation Agreement for City Attorney Patel

Attachment 1

Engagement Letter with Updated Scope

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

CITY ATTORNEY'S OFFICE

MAIN 209.831.6130
FAX 209.831.6137
www.cityoftracy.org

ATTORNEY-CLIENT FEE AGREEMENT

ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation ("Attorney") and the City of Tracy, a municipal corporation ("Client"), hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect retroactively to July 1, 2023.

2. SCOPE OF SERVICES AND ATTORNEY'S DUTIES

Client hires Attorney to provide legal services in the matters identified in each Scope of Services attached to and made a part of this Agreement, as Attachment A-1 and Attachment A-2. Attorney understands that a new Scope of Services will be added to affiliate with this Agreement for each matter identified by Client. Attorney may work only on Client matters once a relevant Scope of Services has been approved by Client and, upon approval, each such Scope of Services shall become a part of this Agreement. Attorney will provide legal services reasonably required to represent Client on each Scope of Service and take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES

Client agrees to be truthful with Attorney and not to withhold information, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and documents.

4. DEPOSIT

Attorney agrees that Client shall not pay an initial deposit.

5. LEGAL FEES AND BILLING PRACTICES

Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. Current hourly rates for legal personnel are as set forth in Attachment B. The rates on this schedule are subject to change annually, upon written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Time is billed in minimum increments of one-tenth (.1) of an hour. Attorney will charge for waiting time and for travel time, both local and out of town.

Bills shall reflect the appropriate Scope of Services and track the outstanding budget for each such Scope of Services.

6. COSTS AND OTHER CHARGES

Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include notary fees, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying .20 cents per page; (3) postage at costs; and (4) computerized legal research at cost.

(a) Out-of-town travel. Client agrees to pay transportation, time spent traveling, meals, lodging and all other costs of any necessary out-of-town travel by Attorney and Attorney's personnel, subject to prior approval of Client.

(b) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

(c) Attorney shall not be obligated to advance costs on behalf of the Client; however, for purposes of convenience and in order to expedite matters, Attorney reserves the right to advance costs on behalf of Client with the Client's designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals $2,000.00 or less.

7. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

8. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

9. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of 5 years, after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than 5 years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.

10. CONFLICTS OF INTEREST

Attorney represents that it does not perceive any actual or reasonably foreseeable adverse consequences as of the Effective Date. California law and the Rules of Professional Conduct require Attorney to provide written disclosure of any actual and reasonably foreseeable adverse consequences arising from any proposed representation, and to obtain Client's informed written consent prior to any such representation.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

12. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 1.4.2.(a), Attorney is informing Client in writing that we have professional liability insurance.

13. NO TAX ADVICE

Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

16. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

17. EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY,

FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

ATKINSON ANDELSON LOYA RUUD & ROMO

DATED: January 11, 2024

By: Jenica Maldonado
JENICA D. MALDONADO

CITY OF TRACY

DATED: January 16, 2024

By:
Bijal M. Patel, City Attorney

THIRD AMENDMENT TO ENGAGEMENT LETTER DATED MAY 11, 2024

The parties agree to amend the engagement letter between the City of Tracy and ATKINSON, ANDELSON, LOYA, RUDD & ROMO, effective retroactively until May 11, 2024 and as previously entered on January 16, 2024, to add a new scope of services "Attachment A-3", provided below. All other terms shall remain the same.

ATKINSON, ANDELSON, LOYA, RUDD & ROMO

Dated: 06/27/2024

By: Jenica D. Maldonado

Jenica D. Maldonado

CITY OF TRACY

Dated: Jun 27, 2024

By: Midori Lichtwardt

Midori Lichtwardt

ATTACHMENT A-3

SCOPE OF SERVICES

This scope of services covers the following matter:

1. Defense of the City, Mayor Pro Tem Eleassia Davis, Councilmember Matteo Bedolla, and Councilmember Dan Evans, subject to the terms and conditions in the engagement letter between Atkinson Andelson Loya Ruud & Romo and the conflict waivers executed by each of the individual defendants, in the pending litigation *Steve Nicolaou v. City of Tracy, et al.*, Superior Court of California, San Joaquin, Case No. STK-CV-UWM-2024-0005436

Attorney and Staff Hourly Rates for this matter only:

1. Partners: $375
2. Of Counsel: $325
3. Associates: $280

All other rates shall remain the same per the parties' engagement letter.

Budget: $50,000 through Fiscal Year 23-24

Attachment 2

Conflict Waiver

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A PROFESSIONAL LAW CORPORATION
ATTORNEYS AT LAW
3 HARBOR DRIVE, SUITE 200
SAUSALITO, CALIFORNIA 94965-1491
(628) 234-6200

FAX (628) 234-6899
WWW.AALRR.COM

CERRITOS
(562) 653-3200
FRESNO
(559) 225-6700
IRVINE
(949) 453-4260
PASADENA
(626) 583-8600
PLEASANTON
(925) 227-9200
RIVERSIDE
(951) 683-1122
SACRAMENTO
(916) 923-1200
SAN DIEGO
(858) 485-9526

Jenica.Maldonado@aalrr.com
(628) 234-6221

June 27, 2024

VIA EMAIL ONLY

Midori Lichtwardt
City Manager
City of Tracy
Midori.Lichtwardt@cityoftracy.org

Hon. Eleassia Davis
Mayor Pro Tem
City of Tracy
eleassia.davis@cityoftracy.org

Hon. Matteo Bedolla
Council Member
City of Tracy
mateo.bedolla@cityoftracy.org

Hon. Dan Evans
Council Member
City of Tracy
dan.evans@cityoftracy.org

Re: Conflict Waiver re: *Nicolaou v. City of Tracy, et al.*
San Joaquin Superior Court, Case No. STK-CV-UWH-2024-5436

Dear Ms. Lichtwardt and Hons. Davis, Bedolla, and Davis,

This letter will confirm that Atkinson, Andelson, Loya, Ruud & Romo ("AALRR") will concurrently represent the City of Tracy ("City") and the Honorables Davis, Bedolla, and Evans ("Elected Officials", collectively with the City, "Defendants") in their individual and official capacities in connection with *Nicolaou v. City of Tracy, et al.*, San Joaquin Superior Court, Case No. STK-CV-UWH-2024-5436 ("Petition"). It is understood this concurrent representation constitutes a potential conflict of interest.

In our opinion, no actual conflict exists at this time. This is because Defendants named in the subject action currently share a commonality of interest in defending the litigation. Petitioner alleges that Defendants engaged in unlawful conduct based upon their votes concerning Council's

decision regarding the City Attorney's compensation. Based on the information available to AALRR at this time, no actual conflict of interest appears to be present.

In undertaking this concurrent representation, we cannot and will not advise the Elected Officials as to any matters upon which an actual conflict of interest develops among them or between any of the Defendants. In the event that any conflict, dispute or disagreement arises between the Elected Officials, or between any of them and the City, as to their respective rights and defenses, such that there is a significant risk that our representation of any Elected Official will be materially limited, we shall decline to represent one or more of them in any manner in connection with that dispute or disagreement.

There are various ways in which a future conflict of interest could arise. For example, if we receive conflicting instructions from any Elected Official, we will be placed in a position in which we could not follow one set of instructions without violating our professional obligations to another of the Defendants. This situation, if unresolved, could create a conflict of interest which would require us to withdraw from representation and which could require one or more of the Elected Officials to seek new legal counsel.

Additionally, in the event that any Elected Official develops inconsistent defenses or objectives, such that one wishes to pursue a defense or strategy which would adversely affect the interests of any other Defendant, a conflict would arise which could require us to withdraw as counsel for one or more of the Elected Officials. We will make every effort during the course of representation to confirm that all of the Defendants have a commonality of interest in connection with the positions asserted by AALRR. If an individual Elected Official's interests diverge from the collective interests of the remaining Elected Officials and the City during the course of representation, then further disclosure and waiver of the conflict, or withdrawal from representation, could be necessary. Should such divergence of interests occur, then all remaining Defendants would need to expressly consents to continuing a joint representation arrangement, even if we withdraw from further representation of any of the remaining clients signing below.

Each of the individual Elected Officials expressly agrees and understands that they cannot object to AALRR's continued representation of the City and that, if a conflict between the City and one or more Elected Officials arise, then AALRR reserves the right to withdraw from representation of the Elected Official(s) and continue to represent the City in connection with the above-identified Petition, and that no Elected Official's individual consent is required for AALRR to continue with its representation of the City.

The Elected Officials may have indemnification rights against the City and/or against one another. By this letter, given our predominant duty of loyalty to the City in this matter, we cannot and will not advise any Elected Official with respect to any potential indemnification claim against the City and would direct each Elected Official to consult with separate legal counsel should the need arise.

We advise that there is no right to assert the attorney-client privilege as to communications we receive from any Elected Official in connection with the joint representation. Each Elected Official expressly consents to our communication to any Defendant of information received by AALRR from any other Defendant. Each Elected Official further acknowledges that, assuming the information learned from any Defendant is significant, that AALRR may have an ethical duty to disclose that information to some or all of the remaining Defendants. In the event that any Elected Official ceases to be our client for any reason during the course of our representation, each Elected Official understands and agree that, on behalf of the City, we shall be free to continue to use any confidences received from such former clients, including if necessary, uses that may be directly adverse to such former clients.

By executing this letter where indicated below, all Defendants confirm that they have been fully informed as to the nature of the potential conflicts that may arise as a result of this concurrent representation; that AALRR has provided each Defendant has been provided a reasonable opportunity to seek the advice of independent counsel of its/their choice regarding these potential conflicts and waiver thereof; and each Defendant understands that a conflict may arise in the future that may require an additional disclosure and waiver, or, alternatively, withdrawal by this firm of representation of one or more Defendants. Each Defendant confirms that they will take the opportunity to retain independent counsel in the event they have any reservations regarding this concurrent representation, the issues arising from this representation, and/or the waiver of the potential conflict of interest.

Assuming the foregoing accurately reflects each Defendant's consent and agreement, please execute and return to me the waiver form appended hereto. Of course, if any of you has any questions or comments, please contact me. We look forward to working with you in connection with this matter.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Jenica D. Maldonado

JDM:jms

Waiver of Conflict – City of Tracy

I, Midori Lichtwardt, City Manager of Tracy, on behalf of the City of Tracy hereby acknowledge that I have carefully read the foregoing letter, informing me that the City's interests may potentially be in conflict with those of the Honorables Eleassia Davis, Matteo Bedolla, and Dan Evans in connection with the Firm's representation of the City in the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of the City's interests and those of the concurrent parties (Davis, Bedolla, and Evans) constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parties are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm on behalf of the City and I am authorized to do so.

I further expressly acknowledge that I have been advised that the City has the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that the City has had a reasonable opportunity to do so.

Dated: Jun 27, 2024

Midori Lichtwardt

Midori Lichtwardt, City Manager, City of Tracy

Waiver of Conflict – Hon. Eleassia Davis

I, the Honorable Eleassia Davis, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with the City of Tracy, Hon. Matteo Bedolla, and Hon. Dan Evans in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 22, 2024

Eleassia Davis (Jun 22, 2024 07:28 PDT)

Hon. Mayor Pro Tem Eleassia Davis, City of Tracy

Waiver of Conflict – Hon. Matteo Bedolla

I, Hon. Matteo Bedolla, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with those of the City of Tracy, Hon. Eleassia Davis, and Hon. Dan Evans in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 21, 2024

MATEO M. BEDOLLA
MATEO M. BEDOLLA (Jun 21, 2024 22:35 PDT)

Hon. Council Member Matteo Bedolla, City of Tracy

Waiver of Conflict – Hon. Dan Evans

I, Hon. Dan Evans, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with those of the City of Tracy, Hon. Eleassia Davis, Hon. Mateo Bedolla in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 26, 2024

Dan Evans (Jun 26, 2024 13:59 PDT)

Hon. Council Member Dan Evans, City of Tracy

Attachment 3

Representation Agreement

LEVIN OLDFATHER
LLP

NEWTON OLDFATHER

330 SIR FRANCIS DRAKE, SUITE B
SAN ANSELMO, CA 94960
Phone: 415 448-5167
Email: newton@levinoldfather.com

June 27, 2024

Via Email Only

City Manager Midori Lichtwardt
City of Tracy
333 Civic Center Plz.
Tracy, CA 95376

City Attorney Bijal Patel
City of Tracy
333 Civic Center Plz.
Tracy, CA 95376

Re: Engagement Letter

Dear City Manager Lichtwardt and City Attorney Patel,

The letter below details the professional relationship of Levin Oldfather LLP ("the Firm"), Bijal Patel ("the Client"), and the City of Tracy ("the City"). The City has requested that the Firm represent the Client in her individual and official capacity pursuant to Government Code section 995 in the pending lawsuit *Nicolaou v. City of Tracy, et al.*, STK-CV-UWH-2024-5436, San Joaquin Superior Court. This engagement letter controls and supersedes any prior discussion.

I. Conditions

This Agreement will not take effect, and Firm will have no obligation to provide legal services until: (a) City and Client have returned signed copies of this Agreement; and (b) Firm acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect retroactively from June 26, 2024.

II. Scope of Services

The Firm will provide all legal services reasonably necessary for the representation described above, including motion practice, discovery, trial, and any appeal. If the City or Client requests additional services, this letter applies to such additional services unless superseded by another written agreement. City and the Firm agree that the scope of services may be modified or expanded by email and that written City approval is required.

III. Client's Duties

Client agrees to be truthful with Firm, to not withhold information, to cooperate, to keep Firm informed of any information or developments which may come to Client's attention, to abide by this Agreement, and to keep Firm advised of Client's address, telephone number and whereabouts. Client will assist Firm by timely providing necessary information and documents.

IV. Legal Fees and Billing Practices

Hourly Fee: Fees are based on the time spent by the Firm on Client's behalf. The Firm's fees are calculated by multiplying the hourly rate by the number of hours incurred, measured in tenths of an hour. The normal billing rate is $650 an hour, reduced to $450 for public entity and public employees. In this matter, the billing rate is $450 an hour, billed in .1 increments (six minutes

increments). Partner Newton Oldfather ("Attorney") is the authorized attorney biller on this matter, at the billing rate reflected. Firm reserves the right to increase rates annually, upon written notice to City. If City declines to pay increased rates, Firm will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to the Client's matter, including calls and e-mails with Client and other parties and attorneys.

Bills shall reflect the appropriate scope of services and track the outstanding budget for this engagement.

The City has agreed to accept full responsibility for the Firm's fees and expenses in this engagement. Payment of monthly statements are due within 30 days of receipt. If payment is not received within 30 days, the Firm reserves the right to assess the City with a late surcharge equal to one- and one-half percent per week of all fees that are past due.

V. Costs and Other Charges

Firm will incur various costs and expenses in performing legal services under this Agreement. City agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include notary fees, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and similar items. The foregoing external costs and expenses will be charged at Firm's cost. Internal charges are billed at the following rates: (1) mileage – IRS standard mileage rate; (2) in-house printing and photocopying .20 cents per page; (3) postage at costs; and (4) computerized legal research at cost.

(a) Out of town travel. City agrees to pay transportation, time spent traveling, meals, lodging and all other costs of any necessary out-of-town travel by Attorney, subject to prior approval of City.

(b) Experts, consultants, investigators. To aid in the preparation or presentation of Client's case, it may be necessary to hire expert witnesses, consultants, or investigators. City agrees to pay such fees and charges. Attorney will propose any expert witnesses, consultants, and investigators to be hired to City for City's approval.

(c) Attorney shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, Attorney reserves the right to advance costs on behalf of Client with City's approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of City in the event a particular cost item totals $2,000.00 or less.

VI. Approval of Settlement and Cooperation

The City finances the cost of this legal defense pursuant to its obligation under Government Code section 995, which creates an obligation to defend a public employee upon request of an employee, in their official or individual capacity or both, on account of an act or omission in the scope of their employment as an employee of a public entity. Government Code section 825(a) provides that if an employee of a public entity requests defense against a claim or action for an injury arising out of an act or omission occurring within the scope of employment and has made a timely written request for representation, and the employee reasonably cooperates in good faith

in the defense of the claim or action, then the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed.

The Firm has authority to enter a settlement or compromise if so directed by the City, even absent Client's consent, provided such settlement and compromise does not require any financial contribution by Client personally or compel specific action by Client.

If the City determines that Client has ceased to reasonably cooperate in good faith in the defense of this litigation, then City may, in its own discretion, terminate this Agreement by written notice to Firm. The City is not liable for any legal fees incurred after the date of such notice.

VII. Discharge and Withdrawal

The City may terminate services at any time. The City agrees to give prompt written notice of the termination to the Firm and to Client. Upon termination, the City will remain obligated to pay for all services rendered and costs or expenses incurred on the Client's behalf before the termination, or which are reasonably necessary thereafter.

The Firm may withdraw from this representation at any time, except to the extent limited by applicable law or rules of professional conduct. If the Firm withdraws, then the City and Client will take all steps necessary to free the Firm of any obligation to perform further services, including the execution of any documents necessary to complete such withdrawal. The Firm's representation will be considered terminated at the earliest of the City's termination of the representation, the Firm's withdrawal, the substantial completion of the Firm's work (as may be evidenced by a final bill), or a substantial period of inactivity not caused by negligence.

VIII. Professional Liability Insurance

Pursuant to California Rule of Professional Conduct 1.4.2.(a), Attorney is informing Client inwriting that the Firm has professional liability insurance.

IX. No Tax Advice

The Firm has not been retained to provide Client with any tax advice concerning any of the services described herein. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client and City understands and is certain of all the potential consequences, Client and/or City should consult with tax advisors regarding this litigation matter.

X. No Assurances of Successful Outcome

There are no warranties or representations concerning the successful conclusion or resolution of this matter. You acknowledge that any professional opinions offered by the Firm do not constitute warranties, representations, or binding assurances as to the matters reflected in such opinions.

XI. Conclusion of Services

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of 5 years, after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than 5 years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.

XII. Conflicts of Interest

Attorney represents that it does not perceive any actual or reasonably foreseeable adverse consequences as of the Effective Date. California law and the Rules of Professional Conduct require Attorney to provide written disclosure of any actual and reasonably foreseeable adverse consequences arising from any proposed representation, and to obtain Client's informed written consent prior to any such representation.

XIII. Entire Agreement and Severability

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

XIV. Modification By Subsequent Agreement

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

XV. Effective Date

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services ("Effective Date"). The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, City will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

XVI. Approval and Return of Letter

If this letter meets with your approval, please sign and return the attached approval of engagements. If you have any questions, please do not hesitate to call.

I look forward to working with you.

Sincerely,

NEWTON OLDFATHER

Approval of Engagement

I have read the enclosed letter and agree to its terms, effective as of the date on which Levin Oldfather first provided services to me.

Date: Jun 27, 2024

Signed: Bijal Patel
Bijal Patel (Jun 27, 2024 11:59 PDT)

Bijal Patel
City Attorney
City of Tracy

By the signature below, the City of Tracy agrees to be responsible for the fees and expenses of Levin Oldfather LLP for the engagement above and otherwise agrees to the terms of the Agreement, to the extent applicable to the City.

Date: Jun 27, 2024

Signed: Midori Lichtwardt

Midori Lichtwardt
City Manager
City of Tracy

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING UPDATED SCOPE LETTER AND CONFLICTS WAIVER FOR MAYOR PRO TEM DAVIS IN NICOLAOU V. CITY OF TRACY ET AL., CASE NO. STK-CV-UWH-2024-5436

WHEREAS, on May 7, 2024, Mr. Steve Nicolaou filed his "Verified Petition and Complaint for Injunctive and Declaratory Relief" against the City of Tracy, as well as individually named defendants Mayor Pro Tem Davis, Councilmember Bedolla, Councilmember Evans, and City Attorney Patel in their official and individual capacities; and

WHEREAS, the individually named Defendants have not yet been served, although the City has been served; and

WHEREAS, Mr. Nicolaou brought six causes of action: 1) Writ of Mandate; 2) Waste of Public Funds/Illegal Expenditure of Public Funds; 3) Breach of Fiduciary Duty and Violation of Public Trust; 4) Brown Act Violation – Decision on Compensation; 5) Brown Act Violation – Disclosure of Confidential Information; and 6) Declaratory Relief; and

WHEREAS, California Government Code, § 995 requires the City to, upon request by the employee or official, defend and indemnify said employee or official in any civil action brought due to an act or omission within the scope of the employee's or official's duties to the City;

WHEREAS, Mayor Pro Tem Davis has requested legal representation in this Matter; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves the attached Engagement Letter with New Scope and Conflicts Waiver to provide legal representation to Mayor Pro Tem Davis in her official and individual capacity, in *Nicolaou V. City Of Tracy et al.*, Case No. STK-CV-UWH-2024-5436.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on July 2, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachment 1

Engagement Letter with Updated Scope

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

CITY ATTORNEY'S OFFICE

MAIN 209.831.6130
FAX 209.831.6137
www.cityoftracy.org

ATTORNEY-CLIENT FEE AGREEMENT

ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation ("Attorney") and the City of Tracy, a municipal corporation ("Client"), hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect retroactively to July 1, 2023.

2. SCOPE OF SERVICES AND ATTORNEY'S DUTIES

Client hires Attorney to provide legal services in the matters identified in each Scope of Services attached to and made a part of this Agreement, as Attachment A-1 and Attachment A-2. Attorney understands that a new Scope of Services will be added to affiliate with this Agreement for each matter identified by Client. Attorney may work only on Client matters once a relevant Scope of Services has been approved by Client and, upon approval, each such Scope of Services shall become a part of this Agreement. Attorney will provide legal services reasonably required to represent Client on each Scope of Service and take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES

Client agrees to be truthful with Attorney and not to withhold information, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and documents.

4. DEPOSIT

Attorney agrees that Client shall not pay an initial deposit.

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Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. Current hourly rates for legal personnel are as set forth in Attachment B. The rates on this schedule are subject to change annually, upon written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Time is billed in minimum increments of one-tenth (.1) of an hour. Attorney will charge for waiting time and for travel time, both local and out of town.

Bills shall reflect the appropriate Scope of Services and track the outstanding budget for each such Scope of Services.

6. COSTS AND OTHER CHARGES

Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include notary fees, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying .20 cents per page; (3) postage at costs; and (4) computerized legal research at cost.

(a) Out-of-town travel. Client agrees to pay transportation, time spent traveling, meals, lodging and all other costs of any necessary out-of-town travel by Attorney and Attorney's personnel, subject to prior approval of Client.

(b) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

(c) Attorney shall not be obligated to advance costs on behalf of the Client; however, for purposes of convenience and in order to expedite matters, Attorney reserves the right to advance costs on behalf of Client with the Client's designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals $2,000.00 or less.

7. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

8. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

9. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of 5 years, after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than 5 years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.

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Attorney represents that it does not perceive any actual or reasonably foreseeable adverse consequences as of the Effective Date. California law and the Rules of Professional Conduct require Attorney to provide written disclosure of any actual and reasonably foreseeable adverse consequences arising from any proposed representation, and to obtain Client's informed written consent prior to any such representation.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

12. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 1.4.2.(a), Attorney is informing Client in writing that we have professional liability insurance.

13. NO TAX ADVICE

Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

16. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

17. EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY,

FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

ATKINSON ANDELSON LOYA RUUD & ROMO

DATED: January 11, 2024

By: Jenica Maldonado
JENICA D. MALDONADO

CITY OF TRACY

DATED: January 16, 2024

By:
Bijal M. Patel, City Attorney

THIRD AMENDMENT TO ENGAGEMENT LETTER DATED MAY 11, 2024

The parties agree to amend the engagement letter between the City of Tracy and ATKINSON, ANDELSON, LOYA, RUDD & ROMO, effective retroactively until May 11, 2024 and as previously entered on January 16, 2024, to add a new scope of services "Attachment A-3", provided below. All other terms shall remain the same.

ATKINSON, ANDELSON, LOYA, RUDD & ROMO

Dated: 06/27/2024

By: Jenica D. Maldonado

Jenica D. Maldonado

CITY OF TRACY

Dated: Jun 27, 2024

By: Midori Lichtwardt

Midori Lichtwardt

ATTACHMENT A-3

SCOPE OF SERVICES

This scope of services covers the following matter:

1. Defense of the City, Mayor Pro Tem Eleassia Davis, Councilmember Matteo Bedolla, and Councilmember Dan Evans, subject to the terms and conditions in the engagement letter between Atkinson Andelson Loya Ruud & Romo and the conflict waivers executed by each of the individual defendants, in the pending litigation *Steve Nicolaou v. City of Tracy, et al.*, Superior Court of California, San Joaquin, Case No. STK-CV-UWM-2024-0005436

Attorney and Staff Hourly Rates for this matter only:

1. Partners: $375
2. Of Counsel: $325
3. Associates: $280

All other rates shall remain the same per the parties' engagement letter.

Budget: $50,000 through Fiscal Year 23-24

Attachment 2

Conflict Waiver

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A PROFESSIONAL LAW CORPORATION
ATTORNEYS AT LAW
3 HARBOR DRIVE, SUITE 200
SAUSALITO, CALIFORNIA 94965-1491
(628) 234-6200

FAX (628) 234-6899
WWW.AALRR.COM

CERRITOS
(562) 653-3200
FRESNO
(559) 225-6700
IRVINE
(949) 453-4260
PASADENA
(626) 583-8600
PLEASANTON
(925) 227-9200
RIVERSIDE
(951) 683-1122
SACRAMENTO
(916) 923-1200
SAN DIEGO
(858) 485-9526

Jenica.Maldonado@aalrr.com
(628) 234-6221

June 27, 2024

VIA EMAIL ONLY

Midori Lichtwardt
City Manager
City of Tracy
Midori.Lichtwardt@cityoftracy.org

Hon. Eleassia Davis
Mayor Pro Tem
City of Tracy
eleassia.davis@cityoftracy.org

Hon. Matteo Bedolla
Council Member
City of Tracy
mateo.bedolla@cityoftracy.org

Hon. Dan Evans
Council Member
City of Tracy
dan.evans@cityoftracy.org

Re: Conflict Waiver re: *Nicolaou v. City of Tracy, et al.*
San Joaquin Superior Court, Case No. STK-CV-UWH-2024-5436

Dear Ms. Lichtwardt and Hons. Davis, Bedolla, and Davis,

This letter will confirm that Atkinson, Andelson, Loya, Ruud & Romo ("AALRR") will concurrently represent the City of Tracy ("City") and the Honorables Davis, Bedolla, and Evans ("Elected Officials", collectively with the City, "Defendants") in their individual and official capacities in connection with *Nicolaou v. City of Tracy, et al.*, San Joaquin Superior Court, Case No. STK-CV-UWH-2024-5436 ("Petition"). It is understood this concurrent representation constitutes a potential conflict of interest.

In our opinion, no actual conflict exists at this time. This is because Defendants named in the subject action currently share a commonality of interest in defending the litigation. Petitioner alleges that Defendants engaged in unlawful conduct based upon their votes concerning Council's

decision regarding the City Attorney's compensation. Based on the information available to AALRR at this time, no actual conflict of interest appears to be present.

In undertaking this concurrent representation, we cannot and will not advise the Elected Officials as to any matters upon which an actual conflict of interest develops among them or between any of the Defendants. In the event that any conflict, dispute or disagreement arises between the Elected Officials, or between any of them and the City, as to their respective rights and defenses, such that there is a significant risk that our representation of any Elected Official will be materially limited, we shall decline to represent one or more of them in any manner in connection with that dispute or disagreement.

There are various ways in which a future conflict of interest could arise. For example, if we receive conflicting instructions from any Elected Official, we will be placed in a position in which we could not follow one set of instructions without violating our professional obligations to another of the Defendants. This situation, if unresolved, could create a conflict of interest which would require us to withdraw from representation and which could require one or more of the Elected Officials to seek new legal counsel.

Additionally, in the event that any Elected Official develops inconsistent defenses or objectives, such that one wishes to pursue a defense or strategy which would adversely affect the interests of any other Defendant, a conflict would arise which could require us to withdraw as counsel for one or more of the Elected Officials. We will make every effort during the course of representation to confirm that all of the Defendants have a commonality of interest in connection with the positions asserted by AALRR. If an individual Elected Official's interests diverge from the collective interests of the remaining Elected Officials and the City during the course of representation, then further disclosure and waiver of the conflict, or withdrawal from representation, could be necessary. Should such divergence of interests occur, then all remaining Defendants would need to expressly consents to continuing a joint representation arrangement, even if we withdraw from further representation of any of the remaining clients signing below.

Each of the individual Elected Officials expressly agrees and understands that they cannot object to AALRR's continued representation of the City and that, if a conflict between the City and one or more Elected Officials arise, then AALRR reserves the right to withdraw from representation of the Elected Official(s) and continue to represent the City in connection with the above-identified Petition, and that no Elected Official's individual consent is required for AALRR to continue with its representation of the City.

The Elected Officials may have indemnification rights against the City and/or against one another. By this letter, given our predominant duty of loyalty to the City in this matter, we cannot and will not advise any Elected Official with respect to any potential indemnification claim against the City and would direct each Elected Official to consult with separate legal counsel should the need arise.

We advise that there is no right to assert the attorney-client privilege as to communications we receive from any Elected Official in connection with the joint representation. Each Elected Official expressly consents to our communication to any Defendant of information received by AALRR from any other Defendant. Each Elected Official further acknowledges that, assuming the information learned from any Defendant is significant, that AALRR may have an ethical duty to disclose that information to some or all of the remaining Defendants. In the event that any Elected Official ceases to be our client for any reason during the course of our representation, each Elected Official understands and agree that, on behalf of the City, we shall be free to continue to use any confidences received from such former clients, including if necessary, uses that may be directly adverse to such former clients.

By executing this letter where indicated below, all Defendants confirm that they have been fully informed as to the nature of the potential conflicts that may arise as a result of this concurrent representation; that AALRR has provided each Defendant has been provided a reasonable opportunity to seek the advice of independent counsel of its/their choice regarding these potential conflicts and waiver thereof; and each Defendant understands that a conflict may arise in the future that may require an additional disclosure and waiver, or, alternatively, withdrawal by this firm of representation of one or more Defendants. Each Defendant confirms that they will take the opportunity to retain independent counsel in the event they have any reservations regarding this concurrent representation, the issues arising from this representation, and/or the waiver of the potential conflict of interest.

Assuming the foregoing accurately reflects each Defendant's consent and agreement, please execute and return to me the waiver form appended hereto. Of course, if any of you has any questions or comments, please contact me. We look forward to working with you in connection with this matter.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Jenica D. Maldonado

JDM:jms

Waiver of Conflict – City of Tracy

I, Midori Lichtwardt, City Manager of Tracy, on behalf of the City of Tracy hereby acknowledge that I have carefully read the foregoing letter, informing me that the City's interests may potentially be in conflict with those of the Honorables Eleassia Davis, Matteo Bedolla, and Dan Evans in connection with the Firm's representation of the City in the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of the City's interests and those of the concurrent parties (Davis, Bedolla, and Evans) constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parties are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm on behalf of the City and I am authorized to do so.

I further expressly acknowledge that I have been advised that the City has the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that the City has had a reasonable opportunity to do so.

Dated: Jun 27, 2024

Midori Lichtwardt

Midori Lichtwardt, City Manager, City of Tracy

Waiver of Conflict – Hon. Eleassia Davis

I, the Honorable Eleassia Davis, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with the City of Tracy, Hon. Matteo Bedolla, and Hon. Dan Evans in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 22, 2024

Eleassia Davis (Jun 22, 2024 07:28 PDT)

Hon. Mayor Pro Tem Eleassia Davis, City of Tracy

Waiver of Conflict – Hon. Matteo Bedolla

I, Hon. Matteo Bedolla, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with those of the City of Tracy, Hon. Eleassia Davis, and Hon. Dan Evans in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 21, 2024

MATEO M. BEDOLLA
MATEO M. BEDOLLA (Jun 21, 2024 22:35 PDT)

Hon. Council Member Matteo Bedolla, City of Tracy

Waiver of Conflict – Hon. Dan Evans

I, Hon. Dan Evans, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with those of the City of Tracy, Hon. Eleassia Davis, Hon. Mateo Bedolla in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 26, 2024

Dan Evans (Jun 26, 2024 13:59 PDT)

Hon. Council Member Dan Evans, City of Tracy

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING UPDATED SCOPE LETTER AND CONFLICTS WAIVER FOR COUNCILMEMBER BEDOLLA IN NICOLAOU V. CITY OF TRACY ET AL., CASE NO. STK-CV-UWH-2024-5436

WHEREAS, on May 7, 2024, Mr. Steve Nicolaou filed his "Verified Petition and Complaint for Injunctive and Declaratory Relief" against the City of Tracy, as well as individually named defendants Mayor Pro Tem Davis, Councilmember Bedolla, Councilmember Evans, and City Attorney Patel in their official and individual capacities; and

WHEREAS, the individually named Defendants have not yet been served, although the City has been served; and

WHEREAS, Mr. Nicolaou brought six causes of action: 1) Writ of Mandate; 2) Waste of Public Funds/Illegal Expenditure of Public Funds; 3) Breach of Fiduciary Duty and Violation of Public Trust; 4) Brown Act Violation – Decision on Compensation; 5) Brown Act Violation – Disclosure of Confidential Information; and 6) Declaratory Relief; and

WHEREAS, California Government Code, § 995 requires the City to, upon request by the employee or official, defend and indemnify said employee or official in any civil action brought due to an act or omission within the scope of the employee's or official's duties to the City;

WHEREAS, Councilmember Bedolla has requested legal representation in this Matter; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves the attached Engagement Letter with New Scope and Conflicts Waiver to provide legal representation to Councilmember Bedolla in his official and individual capacity, in *Nicolaou V. City Of Tracy et al.*, Case No. STK-CV-UWH-2024-5436.

* * * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on July 2, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachment 1

Engagement Letter with Updated Scope

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

CITY ATTORNEY'S OFFICE

MAIN 209.831.6130
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1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect retroactively to July 1, 2023.

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(b) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

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Attorney represents that it does not perceive any actual or reasonably foreseeable adverse consequences as of the Effective Date. California law and the Rules of Professional Conduct require Attorney to provide written disclosure of any actual and reasonably foreseeable adverse consequences arising from any proposed representation, and to obtain Client's informed written consent prior to any such representation.

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Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

12. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 1.4.2.(a), Attorney is informing Client in writing that we have professional liability insurance.

13. NO TAX ADVICE

Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

16. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

17. EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY,

FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

ATKINSON ANDELSON LOYA RUUD & ROMO

DATED: January 11, 2024

By: Jenica Maldonado
JENICA D. MALDONADO

CITY OF TRACY

DATED: January 16, 2024

By:
Bijal M. Patel, City Attorney

THIRD AMENDMENT TO ENGAGEMENT LETTER DATED MAY 11, 2024

The parties agree to amend the engagement letter between the City of Tracy and ATKINSON, ANDELSON, LOYA, RUDD & ROMO, effective retroactively until May 11, 2024 and as previously entered on January 16, 2024, to add a new scope of services "Attachment A-3", provided below. All other terms shall remain the same.

ATKINSON, ANDELSON, LOYA, RUDD & ROMO

Dated: 06/27/2024

By: Jenica D. Maldonado

Jenica D. Maldonado

CITY OF TRACY

Dated: Jun 27, 2024

By: Midori Lichtwardt

Midori Lichtwardt

ATTACHMENT A-3

SCOPE OF SERVICES

This scope of services covers the following matter:

1. Defense of the City, Mayor Pro Tem Eleassia Davis, Councilmember Matteo Bedolla, and Councilmember Dan Evans, subject to the terms and conditions in the engagement letter between Atkinson Andelson Loya Ruud & Romo and the conflict waivers executed by each of the individual defendants, in the pending litigation *Steve Nicolaou v. City of Tracy, et al.*, Superior Court of California, San Joaquin, Case No. STK-CV-UWM-2024-0005436

Attorney and Staff Hourly Rates for this matter only:

1. Partners: $375
2. Of Counsel: $325
3. Associates: $280

All other rates shall remain the same per the parties' engagement letter.

Budget: $50,000 through Fiscal Year 23-24

Attachment 2

Conflict Waiver

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A PROFESSIONAL LAW CORPORATION
ATTORNEYS AT LAW
3 HARBOR DRIVE, SUITE 200
SAUSALITO, CALIFORNIA 94965-1491
(628) 234-6200

FAX (628) 234-6899
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FRESNO
(559) 225-6700
IRVINE
(949) 453-4260
PASADENA
(626) 583-8600
PLEASANTON
(925) 227-9200
RIVERSIDE
(951) 683-1122
SACRAMENTO
(916) 923-1200
SAN DIEGO
(858) 485-9526

Jenica.Maldonado@aalrr.com
(628) 234-6221

June 27, 2024

VIA EMAIL ONLY

Midori Lichtwardt
City Manager
City of Tracy
Midori.Lichtwardt@cityoftracy.org

Hon. Eleassia Davis
Mayor Pro Tem
City of Tracy
eleassia.davis@cityoftracy.org

Hon. Matteo Bedolla
Council Member
City of Tracy
mateo.bedolla@cityoftracy.org

Hon. Dan Evans
Council Member
City of Tracy
dan.evans@cityoftracy.org

Re: Conflict Waiver re: *Nicolaou v. City of Tracy, et al.*
San Joaquin Superior Court, Case No. STK-CV-UWH-2024-5436

Dear Ms. Lichtwardt and Hons. Davis, Bedolla, and Davis,

This letter will confirm that Atkinson, Andelson, Loya, Ruud & Romo ("AALRR") will concurrently represent the City of Tracy ("City") and the Honorables Davis, Bedolla, and Evans ("Elected Officials", collectively with the City, "Defendants") in their individual and official capacities in connection with *Nicolaou v. City of Tracy, et al.*, San Joaquin Superior Court, Case No. STK-CV-UWH-2024-5436 ("Petition"). It is understood this concurrent representation constitutes a potential conflict of interest.

In our opinion, no actual conflict exists at this time. This is because Defendants named in the subject action currently share a commonality of interest in defending the litigation. Petitioner alleges that Defendants engaged in unlawful conduct based upon their votes concerning Council's

decision regarding the City Attorney's compensation. Based on the information available to AALRR at this time, no actual conflict of interest appears to be present.

In undertaking this concurrent representation, we cannot and will not advise the Elected Officials as to any matters upon which an actual conflict of interest develops among them or between any of the Defendants. In the event that any conflict, dispute or disagreement arises between the Elected Officials, or between any of them and the City, as to their respective rights and defenses, such that there is a significant risk that our representation of any Elected Official will be materially limited, we shall decline to represent one or more of them in any manner in connection with that dispute or disagreement.

There are various ways in which a future conflict of interest could arise. For example, if we receive conflicting instructions from any Elected Official, we will be placed in a position in which we could not follow one set of instructions without violating our professional obligations to another of the Defendants. This situation, if unresolved, could create a conflict of interest which would require us to withdraw from representation and which could require one or more of the Elected Officials to seek new legal counsel.

Additionally, in the event that any Elected Official develops inconsistent defenses or objectives, such that one wishes to pursue a defense or strategy which would adversely affect the interests of any other Defendant, a conflict would arise which could require us to withdraw as counsel for one or more of the Elected Officials. We will make every effort during the course of representation to confirm that all of the Defendants have a commonality of interest in connection with the positions asserted by AALRR. If an individual Elected Official's interests diverge from the collective interests of the remaining Elected Officials and the City during the course of representation, then further disclosure and waiver of the conflict, or withdrawal from representation, could be necessary. Should such divergence of interests occur, then all remaining Defendants would need to expressly consents to continuing a joint representation arrangement, even if we withdraw from further representation of any of the remaining clients signing below.

Each of the individual Elected Officials expressly agrees and understands that they cannot object to AALRR's continued representation of the City and that, if a conflict between the City and one or more Elected Officials arise, then AALRR reserves the right to withdraw from representation of the Elected Official(s) and continue to represent the City in connection with the above-identified Petition, and that no Elected Official's individual consent is required for AALRR to continue with its representation of the City.

The Elected Officials may have indemnification rights against the City and/or against one another. By this letter, given our predominant duty of loyalty to the City in this matter, we cannot and will not advise any Elected Official with respect to any potential indemnification claim against the City and would direct each Elected Official to consult with separate legal counsel should the need arise.

We advise that there is no right to assert the attorney-client privilege as to communications we receive from any Elected Official in connection with the joint representation. Each Elected Official expressly consents to our communication to any Defendant of information received by AALRR from any other Defendant. Each Elected Official further acknowledges that, assuming the information learned from any Defendant is significant, that AALRR may have an ethical duty to disclose that information to some or all of the remaining Defendants. In the event that any Elected Official ceases to be our client for any reason during the course of our representation, each Elected Official understands and agree that, on behalf of the City, we shall be free to continue to use any confidences received from such former clients, including if necessary, uses that may be directly adverse to such former clients.

By executing this letter where indicated below, all Defendants confirm that they have been fully informed as to the nature of the potential conflicts that may arise as a result of this concurrent representation; that AALRR has provided each Defendant has been provided a reasonable opportunity to seek the advice of independent counsel of its/their choice regarding these potential conflicts and waiver thereof; and each Defendant understands that a conflict may arise in the future that may require an additional disclosure and waiver, or, alternatively, withdrawal by this firm of representation of one or more Defendants. Each Defendant confirms that they will take the opportunity to retain independent counsel in the event they have any reservations regarding this concurrent representation, the issues arising from this representation, and/or the waiver of the potential conflict of interest.

Assuming the foregoing accurately reflects each Defendant's consent and agreement, please execute and return to me the waiver form appended hereto. Of course, if any of you has any questions or comments, please contact me. We look forward to working with you in connection with this matter.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Jenica D. Maldonado

JDM:jms

Waiver of Conflict – City of Tracy

I, Midori Lichtwardt, City Manager of Tracy, on behalf of the City of Tracy hereby acknowledge that I have carefully read the foregoing letter, informing me that the City's interests may potentially be in conflict with those of the Honorables Eleassia Davis, Matteo Bedolla, and Dan Evans in connection with the Firm's representation of the City in the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of the City's interests and those of the concurrent parties (Davis, Bedolla, and Evans) constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parties are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm on behalf of the City and I am authorized to do so.

I further expressly acknowledge that I have been advised that the City has the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that the City has had a reasonable opportunity to do so.

Dated: Jun 27, 2024

Midori Lichtwardt

Midori Lichtwardt, City Manager, City of Tracy

Waiver of Conflict – Hon. Eleassia Davis

I, the Honorable Eleassia Davis, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with the City of Tracy, Hon. Matteo Bedolla, and Hon. Dan Evans in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 22, 2024

Eleassia Davis (Jun 22, 2024 07:28 PDT)

Hon. Mayor Pro Tem Eleassia Davis, City of Tracy

Waiver of Conflict – Hon. Matteo Bedolla

I, Hon. Matteo Bedolla, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with those of the City of Tracy, Hon. Eleassia Davis, and Hon. Dan Evans in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 21, 2024

MATEO M. BEDOLLA
MATEO M. BEDOLLA (Jun 21, 2024 22:35 PDT)

Hon. Council Member Matteo Bedolla, City of Tracy

Waiver of Conflict – Hon. Dan Evans

I, Hon. Dan Evans, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with those of the City of Tracy, Hon. Eleassia Davis, Hon. Mateo Bedolla in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 26, 2024

Dan Evans (Jun 26, 2024 13:59 PDT)

Hon. Council Member Dan Evans, City of Tracy

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING UPDATED SCOPE LETTER AND CONFLICTS WAIVER FOR COUNCILMEMBER EVANS IN NICOLAOU V. CITY OF TRACY ET AL., CASE NO. STK-CV-UWH-2024-5436

WHEREAS, on May 7, 2024, Mr. Steve Nicolaou filed his "Verified Petition and Complaint for Injunctive and Declaratory Relief" against the City of Tracy, as well as individually named defendants Mayor Pro Tem Davis, Councilmember Bedolla, Councilmember Evans, and City Attorney Patel in their official and individual capacities; and

WHEREAS, the individually named Defendants have not yet been served, although the City has been served; and

WHEREAS, Mr. Nicolaou brought six causes of action: 1) Writ of Mandate; 2) Waste of Public Funds/Illegal Expenditure of Public Funds; 3) Breach of Fiduciary Duty and Violation of Public Trust; 4) Brown Act Violation – Decision on Compensation; 5) Brown Act Violation – Disclosure of Confidential Information; and 6) Declaratory Relief; and

WHEREAS, California Government Code, § 995 requires the City to, upon request by the employee or official, defend and indemnify said employee or official in any civil action brought due to an act or omission within the scope of the employee's or official's duties to the City;

WHEREAS, Councilmember Evans has requested legal representation in this Matter; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves the attached Engagement Letter with New Scope and Conflicts Waiver to provide legal representation to Councilmember Evans in his official and individual capacity, in *Nicolaou V. City Of Tracy et al.*, Case No. STK-CV-UWH-2024-5436.

* * * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on July 2, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachment 1

Engagement Letter with Updated Scope

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

CITY ATTORNEY'S OFFICE

MAIN 209.831.6130
FAX 209.831.6137
www.cityoftracy.org

ATTORNEY-CLIENT FEE AGREEMENT

ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation ("Attorney") and the City of Tracy, a municipal corporation ("Client"), hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect retroactively to July 1, 2023.

2. SCOPE OF SERVICES AND ATTORNEY'S DUTIES

Client hires Attorney to provide legal services in the matters identified in each Scope of Services attached to and made a part of this Agreement, as Attachment A-1 and Attachment A-2. Attorney understands that a new Scope of Services will be added to affiliate with this Agreement for each matter identified by Client. Attorney may work only on Client matters once a relevant Scope of Services has been approved by Client and, upon approval, each such Scope of Services shall become a part of this Agreement. Attorney will provide legal services reasonably required to represent Client on each Scope of Service and take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES

Client agrees to be truthful with Attorney and not to withhold information, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and documents.

4. DEPOSIT

Attorney agrees that Client shall not pay an initial deposit.

5. LEGAL FEES AND BILLING PRACTICES

Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. Current hourly rates for legal personnel are as set forth in Attachment B. The rates on this schedule are subject to change annually, upon written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Time is billed in minimum increments of one-tenth (.1) of an hour. Attorney will charge for waiting time and for travel time, both local and out of town.

Bills shall reflect the appropriate Scope of Services and track the outstanding budget for each such Scope of Services.

6. COSTS AND OTHER CHARGES

Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include notary fees, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying .20 cents per page; (3) postage at costs; and (4) computerized legal research at cost.

(a) Out-of-town travel. Client agrees to pay transportation, time spent traveling, meals, lodging and all other costs of any necessary out-of-town travel by Attorney and Attorney's personnel, subject to prior approval of Client.

(b) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

(c) Attorney shall not be obligated to advance costs on behalf of the Client; however, for purposes of convenience and in order to expedite matters, Attorney reserves the right to advance costs on behalf of Client with the Client's designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals $2,000.00 or less.

7. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

8. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

9. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of 5 years, after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than 5 years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.

10. CONFLICTS OF INTEREST

Attorney represents that it does not perceive any actual or reasonably foreseeable adverse consequences as of the Effective Date. California law and the Rules of Professional Conduct require Attorney to provide written disclosure of any actual and reasonably foreseeable adverse consequences arising from any proposed representation, and to obtain Client's informed written consent prior to any such representation.

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Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

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This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

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This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY,

FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

ATKINSON ANDELSON LOYA RUUD & ROMO

DATED: January 11, 2024

By: Jenica Maldonado
JENICA D. MALDONADO

CITY OF TRACY

DATED: January 16, 2024

By:
Bijal M. Patel, City Attorney

THIRD AMENDMENT TO ENGAGEMENT LETTER DATED MAY 11, 2024

The parties agree to amend the engagement letter between the City of Tracy and ATKINSON, ANDELSON, LOYA, RUDD & ROMO, effective retroactively until May 11, 2024 and as previously entered on January 16, 2024, to add a new scope of services "Attachment A-3", provided below. All other terms shall remain the same.

ATKINSON, ANDELSON, LOYA, RUDD & ROMO

Dated: 06/27/2024

By: Jenica D. Maldonado

Jenica D. Maldonado

CITY OF TRACY

Dated: Jun 27, 2024

By: Midori Lichtwardt

Midori Lichtwardt

ATTACHMENT A-3

SCOPE OF SERVICES

This scope of services covers the following matter:

1. Defense of the City, Mayor Pro Tem Eleassia Davis, Councilmember Matteo Bedolla, and Councilmember Dan Evans, subject to the terms and conditions in the engagement letter between Atkinson Andelson Loya Ruud & Romo and the conflict waivers executed by each of the individual defendants, in the pending litigation *Steve Nicolaou v. City of Tracy, et al.*, Superior Court of California, San Joaquin, Case No. STK-CV-UWM-2024-0005436

Attorney and Staff Hourly Rates for this matter only:

1. Partners: $375
2. Of Counsel: $325
3. Associates: $280

All other rates shall remain the same per the parties' engagement letter.

Budget: $50,000 through Fiscal Year 23-24

Attachment 2

Conflict Waiver

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A PROFESSIONAL LAW CORPORATION
ATTORNEYS AT LAW
3 HARBOR DRIVE, SUITE 200
SAUSALITO, CALIFORNIA 94965-1491
(628) 234-6200

FAX (628) 234-6899
WWW.AALRR.COM

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IRVINE
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PASADENA
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PLEASANTON
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RIVERSIDE
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SACRAMENTO
(916) 923-1200
SAN DIEGO
(858) 485-9526

Jenica.Maldonado@aalrr.com
(628) 234-6221

June 27, 2024

VIA EMAIL ONLY

Midori Lichtwardt
City Manager
City of Tracy
Midori.Lichtwardt@cityoftracy.org

Hon. Eleassia Davis
Mayor Pro Tem
City of Tracy
eleassia.davis@cityoftracy.org

Hon. Matteo Bedolla
Council Member
City of Tracy
mateo.bedolla@cityoftracy.org

Hon. Dan Evans
Council Member
City of Tracy
dan.evans@cityoftracy.org

Re: Conflict Waiver re: *Nicolaou v. City of Tracy, et al.*
San Joaquin Superior Court, Case No. STK-CV-UWH-2024-5436

Dear Ms. Lichtwardt and Hons. Davis, Bedolla, and Davis,

This letter will confirm that Atkinson, Andelson, Loya, Ruud & Romo ("AALRR") will concurrently represent the City of Tracy ("City") and the Honorables Davis, Bedolla, and Evans ("Elected Officials", collectively with the City, "Defendants") in their individual and official capacities in connection with *Nicolaou v. City of Tracy, et al.*, San Joaquin Superior Court, Case No. STK-CV-UWH-2024-5436 ("Petition"). It is understood this concurrent representation constitutes a potential conflict of interest.

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decision regarding the City Attorney's compensation. Based on the information available to AALRR at this time, no actual conflict of interest appears to be present.

In undertaking this concurrent representation, we cannot and will not advise the Elected Officials as to any matters upon which an actual conflict of interest develops among them or between any of the Defendants. In the event that any conflict, dispute or disagreement arises between the Elected Officials, or between any of them and the City, as to their respective rights and defenses, such that there is a significant risk that our representation of any Elected Official will be materially limited, we shall decline to represent one or more of them in any manner in connection with that dispute or disagreement.

There are various ways in which a future conflict of interest could arise. For example, if we receive conflicting instructions from any Elected Official, we will be placed in a position in which we could not follow one set of instructions without violating our professional obligations to another of the Defendants. This situation, if unresolved, could create a conflict of interest which would require us to withdraw from representation and which could require one or more of the Elected Officials to seek new legal counsel.

Additionally, in the event that any Elected Official develops inconsistent defenses or objectives, such that one wishes to pursue a defense or strategy which would adversely affect the interests of any other Defendant, a conflict would arise which could require us to withdraw as counsel for one or more of the Elected Officials. We will make every effort during the course of representation to confirm that all of the Defendants have a commonality of interest in connection with the positions asserted by AALRR. If an individual Elected Official's interests diverge from the collective interests of the remaining Elected Officials and the City during the course of representation, then further disclosure and waiver of the conflict, or withdrawal from representation, could be necessary. Should such divergence of interests occur, then all remaining Defendants would need to expressly consents to continuing a joint representation arrangement, even if we withdraw from further representation of any of the remaining clients signing below.

Each of the individual Elected Officials expressly agrees and understands that they cannot object to AALRR's continued representation of the City and that, if a conflict between the City and one or more Elected Officials arise, then AALRR reserves the right to withdraw from representation of the Elected Official(s) and continue to represent the City in connection with the above-identified Petition, and that no Elected Official's individual consent is required for AALRR to continue with its representation of the City.

The Elected Officials may have indemnification rights against the City and/or against one another. By this letter, given our predominant duty of loyalty to the City in this matter, we cannot and will not advise any Elected Official with respect to any potential indemnification claim against the City and would direct each Elected Official to consult with separate legal counsel should the need arise.

We advise that there is no right to assert the attorney-client privilege as to communications we receive from any Elected Official in connection with the joint representation. Each Elected Official expressly consents to our communication to any Defendant of information received by AALRR from any other Defendant. Each Elected Official further acknowledges that, assuming the information learned from any Defendant is significant, that AALRR may have an ethical duty to disclose that information to some or all of the remaining Defendants. In the event that any Elected Official ceases to be our client for any reason during the course of our representation, each Elected Official understands and agree that, on behalf of the City, we shall be free to continue to use any confidences received from such former clients, including if necessary, uses that may be directly adverse to such former clients.

By executing this letter where indicated below, all Defendants confirm that they have been fully informed as to the nature of the potential conflicts that may arise as a result of this concurrent representation; that AALRR has provided each Defendant has been provided a reasonable opportunity to seek the advice of independent counsel of its/their choice regarding these potential conflicts and waiver thereof; and each Defendant understands that a conflict may arise in the future that may require an additional disclosure and waiver, or, alternatively, withdrawal by this firm of representation of one or more Defendants. Each Defendant confirms that they will take the opportunity to retain independent counsel in the event they have any reservations regarding this concurrent representation, the issues arising from this representation, and/or the waiver of the potential conflict of interest.

Assuming the foregoing accurately reflects each Defendant's consent and agreement, please execute and return to me the waiver form appended hereto. Of course, if any of you has any questions or comments, please contact me. We look forward to working with you in connection with this matter.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Jenica D. Maldonado

JDM:jms

Waiver of Conflict – City of Tracy

I, Midori Lichtwardt, City Manager of Tracy, on behalf of the City of Tracy hereby acknowledge that I have carefully read the foregoing letter, informing me that the City's interests may potentially be in conflict with those of the Honorables Eleassia Davis, Matteo Bedolla, and Dan Evans in connection with the Firm's representation of the City in the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of the City's interests and those of the concurrent parties (Davis, Bedolla, and Evans) constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parties are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm on behalf of the City and I am authorized to do so.

I further expressly acknowledge that I have been advised that the City has the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that the City has had a reasonable opportunity to do so.

Dated: Jun 27, 2024

Midori Lichtwardt

Midori Lichtwardt, City Manager, City of Tracy

Waiver of Conflict – Hon. Eleassia Davis

I, the Honorable Eleassia Davis, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with the City of Tracy, Hon. Matteo Bedolla, and Hon. Dan Evans in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 22, 2024

Eleassia Davis (Jun 22, 2024 07:28 PDT)

Hon. Mayor Pro Tem Eleassia Davis, City of Tracy

Waiver of Conflict – Hon. Matteo Bedolla

I, Hon. Matteo Bedolla, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with those of the City of Tracy, Hon. Eleassia Davis, and Hon. Dan Evans in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 21, 2024

MATEO M. BEDOLLA
MATEO M. BEDOLLA (Jun 21, 2024 22:35 PDT)

Hon. Council Member Matteo Bedolla, City of Tracy

Waiver of Conflict – Hon. Dan Evans

I, Hon. Dan Evans, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests may potentially be in conflict with those of the City of Tracy, Hon. Eleassia Davis, Hon. Mateo Bedolla in connection with the Firm's representation of my interests and those of concurrent parties in connection with the above referenced matter. I expressly acknowledge that the concurrent representation by the Firm of my interests and those of the concurrent parties constitutes the representation of potentially conflicting interests, to the extent that my interests and those of the concurrent parities are potentially adverse. Nevertheless, I knowingly and voluntarily consent to such concurrent representation by the Firm.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: Jun 26, 2024

Dan Evans (Jun 26, 2024 13:59 PDT)

Hon. Council Member Dan Evans, City of Tracy

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING NEW ENGAGEMENT AGREEMENT WITH LEVIN OLDFATHER, LLP, FOR CITY ATTORNEY PATEL IN *NICOLAOU V. CITY OF TRACY ET AL.*, CASE NO. STK-CV-UWH-2024-5436

WHEREAS, on May 7, 2024, Mr. Steve Nicolaou filed his "Verified Petition and Complaint for Injunctive and Declaratory Relief" against the City of Tracy, as well as individually named defendants Mayor Pro Tem Davis, Councilmember Bedolla, Councilmember Evans, and City Attorney Patel in their official and individual capacities; and

WHEREAS, the individually named Defendants have not yet been served, although the City has been served; and

WHEREAS, Mr. Nicolaou brought six causes of action: 1) Writ of Mandate; 2) Waste of Public Funds/Illegal Expenditure of Public Funds; 3) Breach of Fiduciary Duty and Violation of Public Trust; 4) Brown Act Violation – Decision on Compensation; 5) Brown Act Violation – Disclosure of Confidential Information; and 6) Declaratory Relief; and

WHEREAS, California Government Code, § 995 requires the City to, upon request by the employee or official, defend and indemnify said employee or official in any civil action brought due to an act or omission within the scope of the employee's or official's duties to the City;

WHEREAS, City Attorney Patel has requested legal representation in this Matter; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves the attached Engagement Letter with Levin Oldfather, LLP, providing legal representation to City Attorney Patel in her official and individual capacity, in *Nicolaou V. City Of Tracy et al.*, Case No. STK-CV-UWH-2024-5436.

* * * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on July 2, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Attachment 1

Representation Agreement

LEVIN OLDFATHER
LLP

NEWTON OLDFATHER

330 SIR FRANCIS DRAKE, SUITE B
SAN ANSELMO, CA 94960
Phone: 415 448-5167
Email: newton@levinoldfather.com

June 27, 2024

Via Email Only

City Manager Midori Lichtwardt
City of Tracy
333 Civic Center Plz.
Tracy, CA 95376

City Attorney Bijal Patel
City of Tracy
333 Civic Center Plz.
Tracy, CA 95376

Re: Engagement Letter

Dear City Manager Lichtwardt and City Attorney Patel,

The letter below details the professional relationship of Levin Oldfather LLP ("the Firm"), Bijal Patel ("the Client"), and the City of Tracy ("the City"). The City has requested that the Firm represent the Client in her individual and official capacity pursuant to Government Code section 995 in the pending lawsuit *Nicolaou v. City of Tracy, et al.*, STK-CV-UWH-2024-5436, San Joaquin Superior Court. This engagement letter controls and supersedes any prior discussion.

I. Conditions

This Agreement will not take effect, and Firm will have no obligation to provide legal services until: (a) City and Client have returned signed copies of this Agreement; and (b) Firm acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect retroactively from June 26, 2024.

II. Scope of Services

The Firm will provide all legal services reasonably necessary for the representation described above, including motion practice, discovery, trial, and any appeal. If the City or Client requests additional services, this letter applies to such additional services unless superseded by another written agreement. City and the Firm agree that the scope of services may be modified or expanded by email and that written City approval is required.

III. Client's Duties

Client agrees to be truthful with Firm, to not withhold information, to cooperate, to keep Firm informed of any information or developments which may come to Client's attention, to abide by this Agreement, and to keep Firm advised of Client's address, telephone number and whereabouts. Client will assist Firm by timely providing necessary information and documents.

IV. Legal Fees and Billing Practices

Hourly Fee: Fees are based on the time spent by the Firm on Client's behalf. The Firm's fees are calculated by multiplying the hourly rate by the number of hours incurred, measured in tenths of an hour. The normal billing rate is $650 an hour, reduced to $450 for public entity and public employees. In this matter, the billing rate is $450 an hour, billed in .1 increments (six minutes

increments). Partner Newton Oldfather ("Attorney") is the authorized attorney biller on this matter, at the billing rate reflected. Firm reserves the right to increase rates annually, upon written notice to City. If City declines to pay increased rates, Firm will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to the Client's matter, including calls and e-mails with Client and other parties and attorneys.

Bills shall reflect the appropriate scope of services and track the outstanding budget for this engagement.

The City has agreed to accept full responsibility for the Firm's fees and expenses in this engagement. Payment of monthly statements are due within 30 days of receipt. If payment is not received within 30 days, the Firm reserves the right to assess the City with a late surcharge equal to one- and one-half percent per week of all fees that are past due.

V. Costs and Other Charges

Firm will incur various costs and expenses in performing legal services under this Agreement. City agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include notary fees, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and similar items. The foregoing external costs and expenses will be charged at Firm's cost. Internal charges are billed at the following rates: (1) mileage – IRS standard mileage rate; (2) in-house printing and photocopying .20 cents per page; (3) postage at costs; and (4) computerized legal research at cost.

(a) Out of town travel. City agrees to pay transportation, time spent traveling, meals, lodging and all other costs of any necessary out-of-town travel by Attorney, subject to prior approval of City.

(b) Experts, consultants, investigators. To aid in the preparation or presentation of Client's case, it may be necessary to hire expert witnesses, consultants, or investigators. City agrees to pay such fees and charges. Attorney will propose any expert witnesses, consultants, and investigators to be hired to City for City's approval.

(c) Attorney shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, Attorney reserves the right to advance costs on behalf of Client with City's approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of City in the event a particular cost item totals $2,000.00 or less.

VI. Approval of Settlement and Cooperation

The City finances the cost of this legal defense pursuant to its obligation under Government Code section 995, which creates an obligation to defend a public employee upon request of an employee, in their official or individual capacity or both, on account of an act or omission in the scope of their employment as an employee of a public entity. Government Code section 825(a) provides that if an employee of a public entity requests defense against a claim or action for an injury arising out of an act or omission occurring within the scope of employment and has made a timely written request for representation, and the employee reasonably cooperates in good faith

in the defense of the claim or action, then the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed.

The Firm has authority to enter a settlement or compromise if so directed by the City, even absent Client's consent, provided such settlement and compromise does not require any financial contribution by Client personally or compel specific action by Client.

If the City determines that Client has ceased to reasonably cooperate in good faith in the defense of this litigation, then City may, in its own discretion, terminate this Agreement by written notice to Firm. The City is not liable for any legal fees incurred after the date of such notice.

VII. Discharge and Withdrawal

The City may terminate services at any time. The City agrees to give prompt written notice of the termination to the Firm and to Client. Upon termination, the City will remain obligated to pay for all services rendered and costs or expenses incurred on the Client's behalf before the termination, or which are reasonably necessary thereafter.

The Firm may withdraw from this representation at any time, except to the extent limited by applicable law or rules of professional conduct. If the Firm withdraws, then the City and Client will take all steps necessary to free the Firm of any obligation to perform further services, including the execution of any documents necessary to complete such withdrawal. The Firm's representation will be considered terminated at the earliest of the City's termination of the representation, the Firm's withdrawal, the substantial completion of the Firm's work (as may be evidenced by a final bill), or a substantial period of inactivity not caused by negligence.

VIII. Professional Liability Insurance

Pursuant to California Rule of Professional Conduct 1.4.2.(a), Attorney is informing Client inwriting that the Firm has professional liability insurance.

IX. No Tax Advice

The Firm has not been retained to provide Client with any tax advice concerning any of the services described herein. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client and City understands and is certain of all the potential consequences, Client and/or City should consult with tax advisors regarding this litigation matter.

X. No Assurances of Successful Outcome

There are no warranties or representations concerning the successful conclusion or resolution of this matter. You acknowledge that any professional opinions offered by the Firm do not constitute warranties, representations, or binding assurances as to the matters reflected in such opinions.

XI. Conclusion of Services

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of 5 years, after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than 5 years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.

XII. Conflicts of Interest

Attorney represents that it does not perceive any actual or reasonably foreseeable adverse consequences as of the Effective Date. California law and the Rules of Professional Conduct require Attorney to provide written disclosure of any actual and reasonably foreseeable adverse consequences arising from any proposed representation, and to obtain Client's informed written consent prior to any such representation.

XIII. Entire Agreement and Severability

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

XIV. Modification By Subsequent Agreement

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

XV. Effective Date

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services ("Effective Date"). The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, City will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

XVI. Approval and Return of Letter

If this letter meets with your approval, please sign and return the attached approval of engagements. If you have any questions, please do not hesitate to call.

I look forward to working with you.

Sincerely,

NEWTON OLDFATHER

Approval of Engagement

I have read the enclosed letter and agree to its terms, effective as of the date on which Levin Oldfather first provided services to me.

Date: Jun 27, 2024

Signed: Bijal Patel
Bijal Patel (Jun 27, 2024 11:59 PDT)

Bijal Patel
City Attorney
City of Tracy

By the signature below, the City of Tracy agrees to be responsible for the fees and expenses of Levin Oldfather LLP for the engagement above and otherwise agrees to the terms of the Agreement, to the extent applicable to the City.

Date: Jun 27, 2024

Signed: Midori Lichtwardt

Midori Lichtwardt
City Manager
City of Tracy

July 2, 2024

Agenda Item 3.A

RECOMMENDATION

Staff Recommends that the City Council:
(1) Continue the public hearing from May 21, 2024, pursuant to Tracy Municipal Code Section 4.12.320, to consider assessment of costs for the abatement of weeds, rubbish, refuse, and flammable materials on the following three parcels: 280 W. Mount Diablo Road, 302 W. Mount Diablo Road, 2480 W. Byron Road, and upon its conclusion, and

(2) by separate motion, approve the final assessment of abatement costs on each of the three parcels, and if necessary, authorize any reduction of assessed costs to be funded by the General Fund

EXECUTIVE SUMMARY

On April 2, 2024, a public hearing was commenced to consider and approve the final assessment of costs of fire hazard weed abatement on three separate private properties located in the City of Tracy: 280 W. Mount Diablo Road, 302 W. Mount Diablo Road, 2480 W. Byron Road. The City Council continued the hearing to May 21, 2024, and requested staff present an itemized invoice for each parcel, before and after photos of the abatement, and details regarding the contractor selection process. On May 21,2024, the hearing was again continued to July 2, 2024, and staff was requested to present additional information confirming the property lines for the parcels that were abated,the specific locations where the contractor conducted the work, and further explanation on the invoices submitted by the contractor. Staff is submitting the information requested as attachments to this report.

Upon conclusion of a public hearing, Tracy Municipal Code (TMC) Section 4.12.320 authorizes the City Council to review, modify, and/or confirm, by Motion, a final assessment of weed abatement costs as applied to each particular property owner. The additional information confirms that the contractor performed the work on the correct parcels. However, the Fire Marshall acknowledges that there are inconsistencies in the invoicing presented by the contractor and no further explanations are available from the contractor. To ensure consistency amongst all three parcels, the Fire Marshal!recommends that, notwithstanding the invoices, the City Council consider reducing the abatement costs assessed to 280 W. Mount Diablo Road and 302 W. Mount Diablo Road such that all properties are assessed only a daily fee of $2,110 and that the remainder of the costs be funded by the City’s General Fund.

BACKGROUND

Under Section 3.1(A)(3) of the Joint Powers Agreement of the South San Joaquin County Fire Authority, the Fire Authority is responsible to coordinate abatement activities for hazardous materials and nuisances within the City of Tracy. Pursuant to the Tracy Municipal Code, a public hearing is required prior to the abatement of any parcels. Sections 4.12.250 through 4.12.340 of the TMC set forth the procedure for the City to abate weeds, rubbish, refuse and flammable material on private property.

The abatement fee process under the Tracy Municipal Code is summarized as follows:

- Under TMC Section 4.12.260: it is expressly declared that the existence of! weeds, rubbish, refuse, and flammable material in, upon, or in front of any! vacant lot or other property on any street, parkway, sidewalk, or alley in the City! is a public nuisance and dangerous to the public health and safety of the! inhabitants of the City.

- Under TMC Section 4.12.280: the Fire Chief notifies the property owner of the! public nuisance by certified mail to such property owner, notifies them to abate! the public nuisance, and provides a date for public hearing within 20 days to! contest the order. This TMC Section expressly states, in pertinent part: “Such! address shall be conclusively deemed to be the proper address for the purpose! of mailing such notice. The failure or refusal of any person to receive such!notice shall not affect the validity of any proceedings pursuant to the provisions!of this Article.”

- Under TMC Section 4.12.290: City Council holds a public hearing within 20 days! of the notice regarding “any and all objections to the proposed abatement.” This! Section does not require a public hearing if no objections are submitted. City! Council is authorized allow or overrule objections, and to issue a final order to! the abatement of the nuisance.

- TMC Section 4.12.300 provides: after the Council’s order of abatement, “In the! event any property owner fails, refuses, or neglects within a period of twenty!(20) days to remove any such thing.!The City may cause such work of removal!to be done. Any property owner may abate the nuisance at his own expense!prior to abatement by the City.”

- TMC Section 4.12.320 provides that after the City performs the abatement, the! Fire Chief notifies the property owner of the costs of abatement and a date of! public hearing with the City Council by which to object to those costs. This! section authorizes Council to consider objections and modify the report of costs! and confirm the final report and assessment of costs by resolution or motion.

Notices to Each Property Owner

In the instant matter, the procedural notice and hearing history is identical for each of the three properties: 280 W. Mount Diablo Road, 302 W. Mount Diablo Road, 2480 W. Byron Road. Pursuant to TMC Section 4.12.280, the Fire Authority sent a notice to each of the property owners listed in **Exhibit A** to this staff report. This notice was sent after multiple unsuccessful attempts to obtain voluntary compliance from each property owner. The notice required each owner to abate weeds, rubbish, refuse and flammable material on his/her parcel within twenty (20) days, and informed the property owner(s) that a public hearing would be conducted, where any protests regarding the notice to abate would be heard. The Tracy Municipal Code provides that upon failure of the owner, or authorized agent, to abate within 20 days from the date of notice, the City will perform the necessary work by private contractor and the cost of such work will be made a personal obligation of the owner.

In accordance with TMC Section 4.12.290, the City Council conducted properly noticed public hearings on September 5, 2023 for 2480 W. Byron Road and September 19, 2023 for 280 W. Mount Diablo Road and 302 W. Mount Diablo Road. Upon conclusion of such hearings authorized the abatement of the properties listed in **Exhibit A** (see Resolutions 2023-184 and 2023-199). Based on the Council's actions, the Fire Authority directed the Greater Valley Conservation Corps of the San Joaquin County Office of Education to complete the abatement of the listed properties. The abatement was completed at a cost to the City of $16,956.42. The previously reported costs of abatement included the abatement costs plus a 25% overhead charge. It has been determined that removing the 25% overhead charge from the previously reported weed abatement costs is in the best interest of the City, ensuring compliance with legal guidelines.

Under the provisions of TMC Section 4.12.320, the Fire Authority timely notified affected property owners of the costs of abatement and this public hearing, wherein Council would consider the report of costs and any objections of the property owners liable for the cost of abatement.

On April 2, 2024, a public hearing was held to review the final costs of abatement. Council continued the hearing to May 21, 2024, and requested an itemized invoice for each parcel, before and after photos of the abatement, and details regarding the contractor selection process. Council again continued the public hearing to July 2, 2024 and they requested that staff present information confirming the property lines for the parcels that were abated and the specific locations where the contractor conducted the work.

DISCUSSION

Contractor Selection Process

The contractor was selected through a Request for Proposal (RFP) process. Initially, the first RFP did not attract any bids by the deadline and was subsequently reissued. The second RFP attracted a single bid from the Greater Valley Conservation Corps. In August 2020, the Fire Authority Board of Directors ratified a General Services Agreement with this organization to provide weed abatement services. This agreement,

which included an option for extension, was renewed in 2023, updating the rates for services which are provided both daily and hourly as detailed in **Exhibit B**.

In our efforts to ensure competitive pricing for weed abatement services, we have conducted a review of rates charged by neighboring public agencies. Below is the information gathered:

San Joaquin County:

Staff time is billed at a rate of $65 per hour.
Equipment costs are approximately $150 per hour.

Stanislaus County:

Staff time ranges from $45 to $75 per hour.
The rate for a tractor and operator is $85 per hour.

The staff rates across these counties are comparable with the rates Greater Valley Conservation Corps.

Facts In Support of Assessment of Abatement Costs

Staff recommends City Council determine and approve by Motion a final assessment of abatement costs for each property based on the facts described below, attached hereto, and received at the hearing.

(A) 280 W Mount Diablo Road:

Pursuant to TMC Section 4.12.280, the Fire Authority sent a notice of abatement. Then, City Council conducted a properly noticed public hearing on September 19, 2023 to consider the order of abatement, which Council so-approved by City Council Resolution 2023-199.

On September 26, 2023, Fire Marshal Spears met with the Project Facilitator from the Greater Valley Conservation Corps on W. Mount Diablo Road to review the properties in this area that were approved for abatement.

The parcel is a vacant lot. The abatement service at this property location occurred on October 4, 5, and 6, 2023.!Staff from the Greater Valley Conservation Corps were present each day, leading to a total labor cost of $6,330, based on a daily rate of $2,110. Additional costs of $1,093.21 were incurred for material dumping and hauling. The total cost of the abatement was $7,423.21. The itemized invoice and available pictures are included as **Exhibit C**.

Following the May 21st City Council meeting, Fire Marshal Spears contacted the Project Facilitator from the Greater Valley Conservation Corps to request clarification on the properties where work was performed. He provided a portion of a GIS map showing the property lines for reference. The Project Facilitator confirmed that only the properties at 280 W Mount Diablo and 302 W Mount Diablo were abated. The follow-up email sent to the Project Facilitator is included in **Exhibit F**.

(B) 302 W Mount Diablo Road:

Pursuant to TMC Section 4.12.280, the Fire Authority sent a notice of abatement. Then, City Council conducted a properly noticed public hearing on September 19, 2023 to consider the order of abatement, which Council so-approved by City Council Resolution 2023-199.

On September 26, 2023, Fire Marshal Spears met with the Project Facilitator from the Greater Valley Conservation Corps on W. Mount Diablo Road to review the properties in this area that were approved for abatement.

The parcel contains a vacant single-family dwelling. The abatement service at this property location occurred on October 9, 10, and 11, 2023. Similar to the previous parcel, the daily rate of $2,110 was applied, amounting to a labor cost of $6,330, with an additional cost of $1,093.21 for dumping and hauling. The total cost of the abatement service was $7,423.21. The itemized invoice and available pictures are included as **Exhibit D** hereto.

Following the May 21st City Council meeting, Fire Marshal Spears contacted the Project Facilitator from the Greater Valley Conservation Corps to request clarification on the properties where work was performed. He provided a portion of a GIS map showing the property lines for reference. The Project Facilitator confirmed that only the properties at 280 W Mount Diablo and 302 W Mount Diablo were abated. The follow-up email sent to the Project Facilitator is included in **Exhibit F**.

(C) 2480 W Byron Road:

Pursuant to TMC Section 4.12.280, the Fire Authority sent a notice of abatement. Then, pursuant to TMC Section 4.12.290, the City Council conducted properly noticed public hearing on September 5, 2023 to consider the order of abatement, which Council so-approved by City Council Resolution 2023-184.

The parcel is a vacant lot. The abatement service at this property location occurred on January 9, 2024. This parcel required a single day of service with the daily rate of $2,110 applied. There were no additional charges for material disposal. The itemized invoice and available pictures are included as **Exhibit E** hereto.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

Weed abatement services are provided on a cost recovery basis. Actual costs incurred by the City to provide weed abatement services plus a twenty-five percent administrative charge are billed to the property owner.

CEQA

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; 'CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)).

RECOMMENDATION

Staff Recommends that the City Council (1) Continue The Public Hearing From May 21, 2024, Pursuant To Tracy Municipal Code Section 4.12.320, To Consider Assessment Of Costs For The Abatement Of Weeds, Rubbish, Refuse, And Flammable Materials on The Following Three Parcels: 280 W. Mount Diablo Road, 302 W. Mount Diablo Road, 2480 W. Byron Road, And Upon Its Conclusion, (2) By Separate Motion, Approve the Final Assessment Of Abatement Costs on each of the Three Parcels, and if necessary, authorize any reduction of assessed costs to be funded by the General Fund

ATTACHMENTS

1. Exhibit A – List of Parcels
2. Exhibit B – Rate of Service
3. Exhibit C – Itemized invoice for 280 W Mount Diablo
4. Exhibit D – Itemized invoice for 302 W Mount Diablo
5. Exhibit E – Itemized invoice for 2480 W Byron Road
6. Exhibit F – Email from Project Facilitator with the Greater Valley Conservation Corps

Prepared by: Timothy Spears, Fire Marshal

Reviewed by: Randall Bradley, Fire Chief
Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

EXHIBIT A

South San Joaquin County Fire Authority Weed Abatement							
APN	SITUS ADDRESS	NAME/BUSINESS	MAILING ADDRESS	CITY	STATE	ZIP	Cost
23510071	280 W Mt Diablo Ave	GANESAN RAMU & VASANTHA TR	[redacted]	[redacted]	CA	94568	$7,423.21
23510015	302 W. Mt. Diablo Ave	KHINDA MOHINDER S ETAL	[redacted]	[redacted]	CA	95377	$7,423.21
238-050-20	2480 W Byron Rd	Patel Panchaksha C ETAL	[redacted]	[redacted]	CA	95391	$2,110

Date: June 5, 2023

To: Tim Spears (Fire Marshal)
Agency: South San Joaquin County Fire Authority
RE : Hourly Labor Services
From: Michael Totten – Greater Valley Conservation Corps License# 1075473

Tim,

Below is the proposal for GVCC to provide South San Joaquin County Fire Authority with an hourly labor service. GVCC will provide one lead and one-five corpsmembers for the duration of this project.

Services include:

- **Urban Forestry**
- **Lite Construction-Deconstruction**
- **Invasive Species Removal**
- **Tree Trimming, Removal, liming, bucking brush, chipping and stump grinding and Stump removals**
- **Earth Moving services/Excavations**
- **Large acer mowing and discing / Fuel Load Reduction**
- **Line trimming services**
- **Irrigation Repairs**
- **Hauling and disposal**

HOURLY RATES:
Project Managers: $85.00 per hour
Supervisor (Equipment Operators) Rates: $60.50 per hour
Hourly Rate per lead: $50.50 per hour
Hourly Rate per corpsmember: $30.50 per hour

Equipment Rates

Unit	Day	Week	Month
T595 Bobcat Track Skid Steer	$ 350.00	$ 1,300.00	$ 4,000.00
Bucket	$ -	$ -	$ -
Grappler Bucket (Brush Grapple)	$ 100.00	$ 400.00	$ 1,400.00
Brush Cat Rotary Mower	$ 200.00	$ 800.00	$ 2,000.00
72" Rotor Tiller ATT	$ 150.00	$ 600.00	$ 1,800.00
Job Site Sweeper ATT	$ 150.00	$ 600.00	$ 1,800.00
Stump Grinder LARGE	$ 200.00	$ 800.00	$ 2,000.00
Ditch Witch SK-750 Skid Steer	$ 200.00	$ 800.00	$ 2,000.00
Buckets	$ -	$ -	$ -
Rotor tiller 48"	$ 100.00	$ 400.00	$ 1,400.00
Stump Grinder small	$ 100.00	$ 400.00	$ 1,400.00
Brush Grappler	$ 100.00	$ 400.00	$ 1,400.00
E-26 Compact Excavator	$ 350.00	$ 1,300.00	$ 4,000.00
Buckets: 12"-24"-36"	0	0	0
Auger ATT with bit 12"	$ 100.00	$ 400.00	$ 1,400.00
Breaker ATT Demo Bit	$ 150.00	$ 400.00	$ 1,400.00
Bobcat Tractor / Front loader	$ 350.00	$ 1,300.00	$ 4,000.00
Drop Down Disc	$ 150.00	$ 600.00	$ 1,800.00
Flair Mower ATT	$ 200.00	$ 800.00	$ 2,400.00
Woodchipper Bandit 12XP	$ 350.00	$ 1,300.00	$ 4,000.00
Tow Behind Compressor	$ 185.00	$ 700.00	$ 1,800.00
Hammer Head Boring bit	$ 100.00	$ 400.00	$ 1,400.00
Spreader Sprayer Ride On	$ 185.00	$ 700.00	$ 1,800.00
Boom Lift 40 foot	$ 350.00	$ 1,300.00	$ 4,000.00

- **GVCC will provide all labor and equipment needed to complete this project.**

- **GVCC will provide one crew leader and one-five corpsmembers for the duration of this project.**
- **GVCC time starts 7:00am – ends 3:30 pm back at GVCC facility. Drive time is included in rate.**

- **IF large equipment is needed rates are included (SEE ATTCHMENTS).**

- **Any materials or supplies purchased by GVCC will be included with receipts in monthly invoice.**

- **ALL GVCC employees will be in all personal protection equipment (PPE) for duration of this project.**

- **GVCC will provide all proper insurance documents prior to beginning work.**

South San Joaquin County Fire Authority will notify GVCC a week in advance if GVCC is not needed any longer. South San Joaquin County Fire Authority will oversee not to exceed amount for the duration of this project.

Date: June 5, 2023

To: Tim Spears (Fire Marshal)
Agency: South San Joaquin County Fire Authority
RE : Daily Labor Services
From: Michael Totten – Greater Valley Conservation Corps License# 1075473

Tim,

Below is the proposal for GVCC to provide South San Joaquin County Fire Authority with a Daily Rate service. GVCC will provide one lead and one-five corpsmembers for the duration of this project.

Services include:

- **Urban Forestry**
- **Lite Construction-Deconstruction**
- **Invasive Species Removal**
- **Tree Trimming, Removal, liming, bucking brush, chipping and stump grinding and Stump removals**
- **Earth Moving services/Excavations**
- **Large acer mowing and discing / Fuel Load Reduction**
- **Line trimming services**
- **Irrigation Repairs**
- **Hauling and disposal**

Daily Rate:

- **GVCC daily rate manual weed abatement (includes: hand tools, small equipment): $1,560.00**

- **GVCC daily rate mechanical weed abatement (Includes: everything above plus Bobcat + Attachment or Tractor plus Attachment): $2,110.00**

- **GVCC will provide all labor and equipment needed to complete this project.**

- **GVCC will provide one crew leader and one-five corpsmembers for the duration of this project.**
- **GVCC time starts 7:00am – ends 3:30 pm back at GVCC facility. Drive time is included in rate.**

- **IF large equipment is needed rates are included (SEE ATTCHMENTS).**

- **Any materials or supplies purchased by GVCC will be included with receipts in monthly invoice.**

- **ALL GVCC employees will be in all personal protection equipment (PPE) for duration of this project.**

- **GVCC will provide all proper insurance documents prior to beginning work.**

South San Joaquin County Fire Authority will notify GVCC a week in advance if GVCC is not needed any longer. South San Joaquin County Fire Authority will oversee not to exceed amount for the duration of this project.

EXHIBIT C

San Joaquin County Office of Education

Program Business Services
P.O. Box 213030
Stockton, CA 95213
(209)468-4800

Direct any questions to the Program Business Services at (209)468-4800

CUSTOMER INVOICE

South San Joaquin County
Fire Authority
835 Central Avenue
Tracy, CA 95376

Ready

Invoice # **ARD24-01778**
Invoice Date 11/08/2023
Due Date 12/08/2023
Customer # 004455
Contract/Reference #

Description	Qty	Unit	Unit Price	Amount
GVCC provided labor and equipment for weed abatement at 280 W. Mt Diablo, Tracy CA 95376. For questions or concerns, please contact Chinh Thompson at 209-292-2706 or cthompson@sjcoe.net	1.00		7,423.21	7,423.21

Non-Taxable Total 7,423.21
BALANCE DUE **$7,423.21**

----------Detach this portion or make a copy of the invoice and mail it with the payment----------

District Account Number		Account Amount
01- 9010- 0- 0000- 0000- 8689- 700- 6268	2024	7,423.21

Please make checks payable to: **San Joaquin County Office of Education/Program Business Services**
Mail to:

San Joaquin County Office of Education
Program Business Services
P.O. Box 213030
Stockton, CA 95213

Invoice # **ARD24-01778**
Amount Due $7,423.21
Customer # 004455

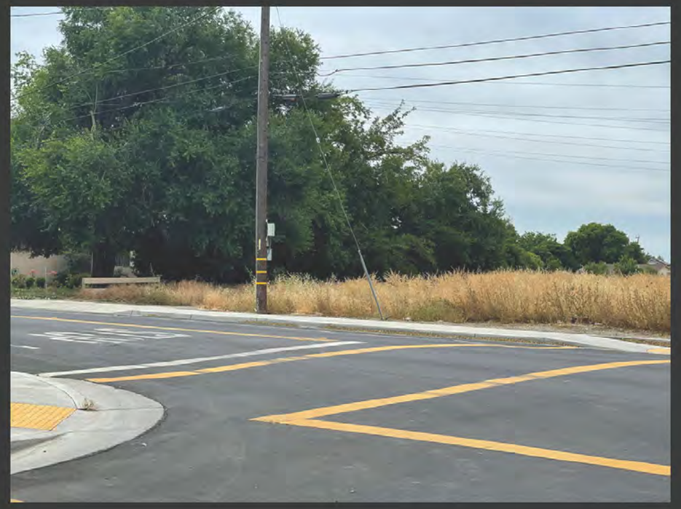
Program Copy

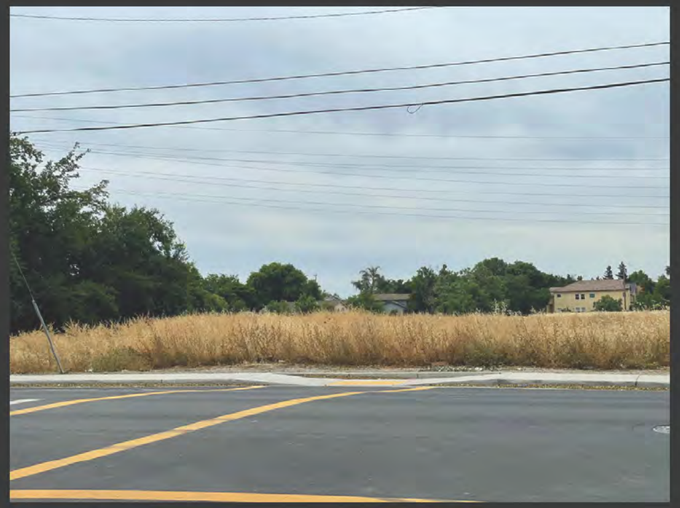
Roster Date	Total Hours	Employee Name	Activities / Jobs (Multiple)
10/4/2023 0:00	7.50	[redacted]	San Joaquin County,Weed Abatement Hours: 7.50, 0.00 - John Deere
10/4/2023 0:00	7.50	[redacted]	San Joaquin County,Weed Abatement Hours: 7.50, 0.00
10/4/2023 0:00	7.50	[redacted]	San Joaquin County,Weed Abatement Hours: 7.50, 0.00
10/4/2023 0:00	7.50	[redacted]	San Joaquin County,Weed Abatement Hours: 7.50, 0.00
10/5/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Debris Removal Hours: 8.00, 0.00 - John Deere
10/5/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Debris Removal Hours: 8.00, 0.00
10/5/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Debris Removal Hours: 8.00, 0.00
10/5/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Debris Removal Hours: 8.00, 0.00
10/6/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Chainsaw Hours: 8.00, 0.00 - Skid Steer
10/6/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Chainsaw Hours: 8.00, 0.00
10/6/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Chainsaw Hours: 8.00, 0.00
10/6/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Chainsaw Hours: 8.00, 0.00
10/6/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Chainsaw Hours: 8.00, 0.00

Daily Rate/Mechanical	$	2,110.00
Number of Days		3.00
Total Labor	$	6,330.00
Disposal Dumping and Hauling Fee	$	1,093.21
Grand Total	**$**	**7,423.21**

280 W Mt Diablo Ave

- Inspection - May 28, 2023
- Inspection Notes: “Overgrown dry grass and weeds. Requires immediate removal.”
- Pictures from the inspection report







280 W Mt Diablo Ave

- Inspection - June 26, 2023
- Inspection Notes: “ Upon re-inspection the property had been mowed but thick, piled clippings remained. Still a fire hazard. If mowed all clippings must be removed from the property. If disced sufficient passes must be made so that majority of vegatation is covered to prevent the spread of fire.”







280 W Mt Diablo Ave

- Inspection - July 28, 2023
- Inspection Notes: “Property remains a fire hazard after two re-inspections. Overgrown dry grass and weeds were cut and left piled on property. If the property is mowed all the clippings must be removed. If disced sufficient passes must be made to cover the majority of vegetation to prevent the spread of fire.”







280 W Mt Diablo Ave

- Inspection - August 21, 2023
- Inspection Notes: “Upon third re-inspection, clipping remained piled on ground, still presenting a fire hazard.”







280 W Mt Diablo Ave

Photo at the start of the abatement conducted by the contractor



280 W Mt Diablo Ave

Photo during abatement conducted by the contractor



280 W Mt Diablo Ave

Photos of the before and after a section of the abatement conducted by the contractor

Before



After



280 W Mt Diablo Ave

Photo after abatement conducted by the contractor



280 W Mt Diablo Ave

Photo after abatement conducted by the contractor



280 W Mt Diablo Ave

Photos after the abatement conducted by the contractor











EXHIBIT D

San Joaquin County Office of Education

Program Business Services
P.O. Box 213030
Stockton, CA 95213
(209)468-4800

Direct any questions to the Program Business Services at (209)468-4800

CUSTOMER INVOICE

South San Joaquin County
Fire Authority
835 Central Avenue
Tracy, CA 95376

Ready

Invoice #	**ARD24-01705**
Invoice Date	11/02/2023
Due Date	12/02/2023
Customer #	004455
Contract/Reference #	

Description	Qty	Unit	Unit Price	Amount
GVCC provided labor and equipment for weed abatement at 302 W Mt. Diablo, Tracy CA 95376. For questions or concerns, please contact Chinh Thompson at 209-292-2706 or cthompson@sjcoe.net	1.00		7,423.21	7,423.21

Non-Taxable Total	7,423.21
BALANCE DUE	**$7,423.21**

----------Detach this portion or make a copy of the invoice and mail it with the payment----------

District Account Number		Account Amount
01-9010-0-0000-0000-8689-700-6268	2024	7,423.21

Please make checks payable to: **San Joaquin County Office of Education/Program Business Services**
Mail to:

San Joaquin County Office of Education
Program Business Services
P.O. Box 213030
Stockton, CA 95213

Invoice #	**ARD24-01705**
Amount Due	$7,423.21
Customer #	004455

Business Copy

Roster Date	Total Hours	Employee Name	Activities / Jobs (Multiple)
10/9/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00 - Bobcat
10/9/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
10/9/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
10/9/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
10/10/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Debris Removal Hours: 8.00, 0.00 - Bobcat
10/10/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Debris Removal Hours: 8.00, 0.00
10/10/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Debris Removal Hours: 8.00, 0.00
10/10/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Debris Removal Hours: 8.00, 0.00
10/11/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00 - Bobcat
10/11/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
10/11/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
10/11/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
10/11/2023 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00

Daily Rate/Mechanical	$	2,110.00
Number of Days		3.00
Total Labor	$	6,330.00
Disposal Dumping and Hauling Fee	$	1,093.21
Grand Total	**$**	**7,423.21**

302 W Mt Diablo Ave

- Inspection - May 28, 2023
- Inspection Notes: “Overgrown dry grass and weeds. Requires immediate removal.
- Photos from the inspection report





302 W Mt Diablo Ave

Inspection - June 26, 2023

Inspection Notes: “Upon re-inspection property had been mowed, but thick piled clippings remain. Still a fire hazard. If mowed all clippings must be removed from the property. If disced, sufficient passes must be made to cover the majority of the vegetation to not allow for the spread of fire.”













302 W Mt Diablo Ave

Inspection - July 28, 2023

Inspection Notes: “ Property remains a fire hazard after two re-inspections. Overgrown dry grass and weeds were cut and left piled on property. If the property is mowed all the clippings must be removed. If disced sufficient passes must be made to cover the majority of vegetation to prevent the spread of fire.”













302 W Mt Diablo Ave

Inspection - August 21, 2023
Inspection Notes: “Upon re-inspection clippings remained piled on the property, still presentng a fire hazard.”

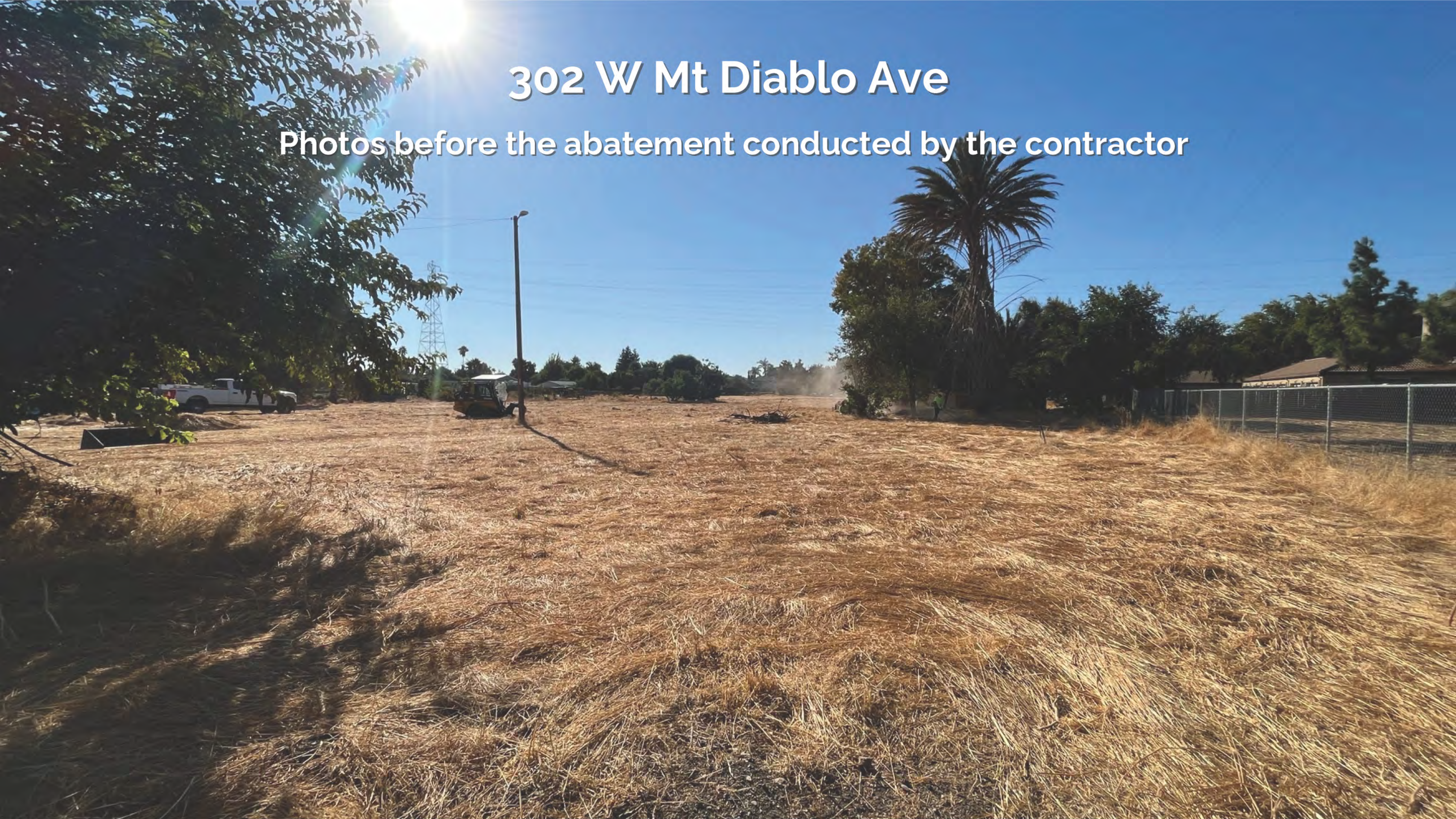






302 W Mt Diablo Ave

Photos before the abatement conducted by the contractor



302 W Mt Diablo Ave

Photos during the abatement conducted by the contractor



302 W Mt Diablo Ave

Photos during the abatement conducted by the contractor



302 W Mt Diablo Ave

Photos during the abatement conducted by the contractor



302 W Mt Diablo Ave

Photos of the before and after a section of the abatement conducted by the contractor

Before



After





302 W Mt Diablo Ave

Photos of the before and after a section of the abatement conducted by the contractor

Before



After



302 W Mt Diablo Ave

Photos of the before and after a section of the abatement conducted by the contractor

Before



After



302 W Mt Diablo Ave

Photos during abatement conducted by the contractor





302 W Mt Diablo Ave

Photos during abatement conducted by the contractor





302 W Mt Diablo Ave

Photos after the abatement conducted by the contractor



302 W Mt Diablo Ave

Photos after the abatement conducted by the contractor



San Joaquin County Office of Education

EXHIBIT E

Program Business Services
P.O. Box 213030
Stockton, CA 95213
(209)468-4800

Direct any questions to the Program Business Services at (209)468-4800

CUSTOMER INVOICE

South San Joaquin County
Fire Authority
835 Central Avenue
Tracy, CA 95376

Ready

Invoice # **ARD24-02446**
Invoice Date 01/22/2024
Due Date 02/21/2024
Customer # 004455
Contract/Reference #

Description	Qty	Unit	Unit Price	Amount
GVCC provided labor and equipment for weed abatement at 2480 W Byron Road. For questions or concerns, please contact Chinh Thompson at 209-292-2706 or cthompson@sjcoe.net	1.00		2,110.00	2,110.00

Non-Taxable Total 2,110.00
BALANCE DUE **$2,110.00**

----------Detach this portion or make a copy of the invoice and mail it with the payment----------

District Account Number		Account Amount
01- 9010- 0- 0000- 0000- 8689- 700- 6268	2024	2,110.00

Please make checks payable to: **San Joaquin County Office of Education/Program Business Services**
Mail to:

San Joaquin County Office of Education
Program Business Services
P.O. Box 213030
Stockton, CA 95213

Invoice # **ARD24-02446**
Amount Due $2,110.00
Customer # 004455

Program Copy

Roster Date	Total Hours	Employee Name	Activities / Jobs (Multiple)
1/9/2024 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00 - Tractor CT5558
1/9/2024 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
1/9/2024 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
1/9/2024 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
1/9/2024 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00
1/9/2024 0:00	8.00	[redacted]	S.San Joaquin Fire Authority,Weed Eating Hours: 8.00, 0.00

Daily Rate/Mechanical	$2110.00
Number of Days	1.00
Total Labor	$2110.00

2480 Byron RD

- Inspection - May 14, 2023
- Inspection Notes: “Overgrown, dry grass and weeds. Requires immediate removal.”



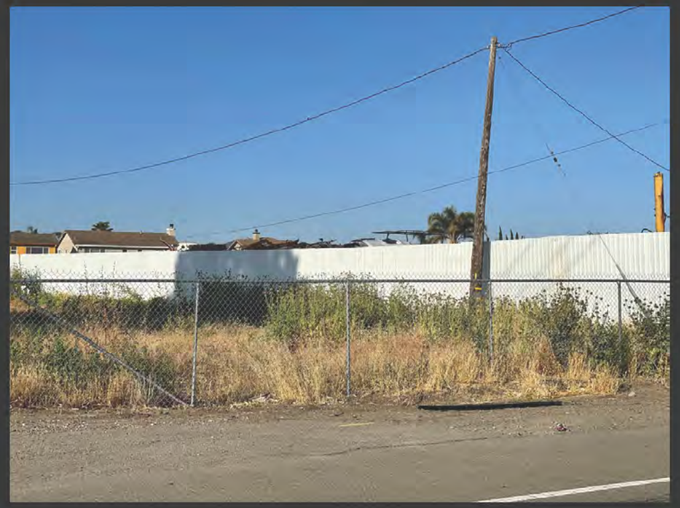




2480 Byron RD

- Inspection - June 4, 2023
- Inspection Notes: “Overgrown, dry grass and weeds. Requires immediate removal.”



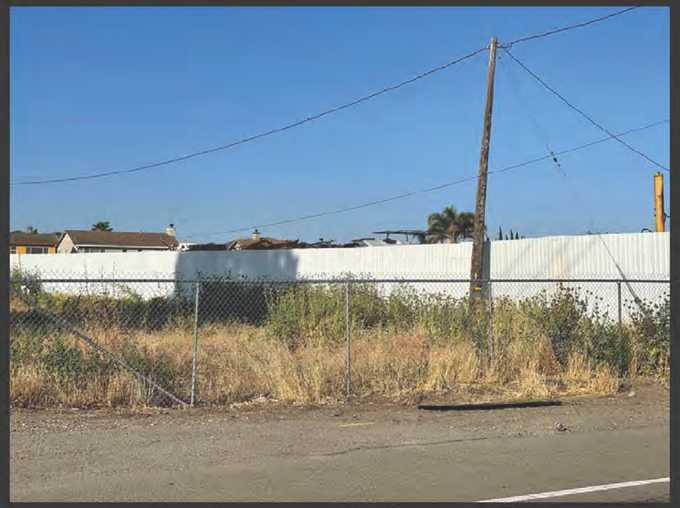




2480 Byron RD

- Inspection - June 26, 2023







2480 Byron RD

- Inspection - July 28, 2023
- Inspection Notes: “After 3rd re-inspection the property remains a hazard.”
- Pictures from the inspection report







2480 Byron RD

Photos before the abatement conducted by the contractor



2480 Byron RD

Photos before the abatement conducted by the contractor



2480 Byron RD

Photos before the abatement conducted by the contractor



2480 Byron RD

Photos before the abatement conducted by the contractor



2480 Byron RD

Photos before the abatement conducted by the contractor



Tim Spears

From: Mike Totten <mtotten@sjcoe.net>
Sent: Monday, June 3, 2024 9:54 AM
To: Tim Spears
Subject: RE: Abatement of Properties in the City of Tracy

As discussed with you in project walk before beginning work we were assigned LOTS 280 and 302. This is all GVCC worked on and completed

Michael E. Totten
Coordinator IV
Greater Valley Conservation Corps
Cell:209-479-5801 Office:209-292-2704
Fax: 209-468-9149



From: Tim Spears <tim.spears@sjcfire.org>
Sent: Monday, June 3, 2024 9:42 AM
To: Mike Totten <mtotten@sjcoe.net>
Subject: Abatement of Properties in the City of Tracy

Good morning Mike

On May 21st the City Council continued the public hearing on the reporting of the costs of abatement. Property owners protested the costs stating they may have been charged for clearing of adjacent parcels at 250 W Mount Diablo and the parcel with No Address along Mount Oso shown in the picture below. The City Council is requesting additional information on the abatement. I am hoping that you are able to help me provide clarification regarding the areas cleared. I have included a portion of the GIS map below for reference. GVCC was requested to clear lots 302 and 280 W Mount Diablo. The property owners stated the lots labeled "No Address" and 250 W Mount Diablo were cleared as part of the abatement completed by GVCC and the costs to clear the lots were included in the costs to clear their lots. I have reviewed the photos and did not see any photos that showed the lots labeled "No Address" or 250 W Mount Diablo were cleared by GVCC.

1. Can you confirm if only 302 and 280 W Mount Diablo were cleared?
2. Did any abatement occur on 250 W Mount Diablo or the parcel labeled No Address in the picture below?



Tim Spears | Fire Marshal
South San Joaquin County Fire Authority
835 N. Central Avenue, Tracy, CA 95376
209.831.6707 office | 209.831.6703 fax
tim.spears@sjcfire.org

Property Lines



July 2, 2024

Agenda Item 3.B

RECOMMENDATION

The Planning Commission recommends that, for the real property located at 2660 W. Byron Road, Assessor's Parcel Number 238-050-13 (Property), the City Council conduct a public hearing and upon conclusion:

(1) Introduce an Ordinance (R22-0004) approving a rezone of the Property from Medium Density Residential to Medium Density Cluster;

(2) Adopt a Resolution approving a Tentative Subdivision Map (TSM22-0003) of the Property for the creation of 38 single-family lots; and

(3) Determine that this project is categorically exempt from the California Environmental Quality Act pursuant to Guidelines Section 15332.

EXECUTIVE SUMMARY

Through this item, staff and the Planning Commission recommend that the City Council approve the following two entitlements for the proposed project: 1) a rezone at 2660 W. Byron Road, Assessor's Parcel Number 238-050-13 (Property/Project Site) from Medium Density Residential (MDR) to Medium Density Cluster (MDC), through an ordinance; and 2) a tentative subdivision map (Byron Estates) for the Property for the creation of 38 single-family lots consistent with the Medium Density Cluster Zone, through a resolution. On May 8, 2024, the Planning Commission considered this item and, after deliberation and based on staff's recommendation, the Commission recommended that City Council approve the project.

The applicant is Schack & Company, INC. and the property owners are Sai Pratap Naidu, Saradadevi Naidu, Krishna M. Kathika, Sarala S. Kathika, Srinivasa R. Sakhamuri, Kranti Nelluri, Manoj Kumar Potturu, Jyotsna Sri Vemula, Kiran Srinivasa Tallam, and Pallavi Venkata Tallam.

BACKGROUND

The Project Site is a 5-acre site located at 2660 W. Byron Road that was annexed into the City of Tracy on January 16, 1995, and designated Residential Medium (RM) in the Tracy General Plan and zoned MDR (Attachment A). The surrounding parcels primarily consist of large-lot ranch-style residential property that was developed prior to annexation into the City of Tracy. The project site contains a single-family home and three accessory structures that are to be demolished. On September 14, 2019, the City of Tracy approved a 60-unit residential project on the site (Byron Apartments, Development Review Permit Application Number D19-0010), but it was not constructed.

On July 8, 2022, the applicant submitted an application for a new project on the site (Byron Estates) consisting of a rezoning from MDR to MDC (Attachment B) and a tentative subdivision map to subdivide the property into 40 residential lots, which was later revised to current

proposal of 38 lots, with public roadways as shown in Attachment C.

ANALYSIS

In accordance with Tracy Municipal Code (TMC) Title 10, Article 29, the Planning Commission shall consider rezoning requests and make a recommendation to the City Council.

In accordance with TMC Chapter 12.16, the Planning Commission shall approve, conditionally approve, or deny proposed tentative subdivision maps based on the findings provided further in this staff report below. However, the project requires a zoning amendment, which only can be approved by the City Council and this rezoning is prerequisite for the subdivision of the Property (see further analysis in the Findings section below). To ensure that the project approvals are bundled as one action, the Planning Commission will be acting as a recommending body to the City Council, which will be the approval body for all project entitlements.

Rezoning

The subject site is zoned MDR and surrounded by Byron Road and Union Pacific Railroad (UPRR) property and railroad tracks to the north, the Berg/Byron area to the west and south (zoned MDR), and a market (zoned General Highway Commercial) and a single-family residential neighborhood (Lyon Crossroads Planned Unit Development zone) to the east.

The current MDR zoning would permit medium density residential development of 6,000 square foot or greater sized lots to be developed on the site. The proposed MDC zoning permits medium density residential development of 3,500 square foot or greater sized lots. Both the MDR and MDC zones provide for a gross density of between 5.9 and 12.0 dwelling units per gross acre. Because the applicant desires to build smaller-lot residential development characteristic of MDC-zoned neighborhoods, they have proposed to rezone the site from MDR to MDC. While single-family residential is permitted in both zones, the MDR zone is more suited for multi-family residential development (such as the Byron Apartments project that was previously approved on the site), whereas the MDC zone is better suited for small lot single-family subdivisions, such as that which is proposed in the subject tentative subdivision map.

The MDC zone is consistent with the General Plan land use designation of the site, Residential Medium, therefore the proposed rezoning would be consistent with the Tracy General Plan. The City has processed similar rezonings in the past, including in 2016 on a ten-acre site, the Santosha Subdivision, approximately 500 feet west of the subject property, that is also designated Residential Medium in the General Plan and was rezoned from MDR to MDC for the development of 71 lots (Application Numbers R14-0002 & TSM14-0003).

Subdivision

The Property is a north-south oriented parcel that is situated on the south side of Byron Road and extends south from Byron Road to approximately 148 feet south of Remy Javier Street. The subdivision layout proposes one public street (depicted as Byron Way on Attachment C) that would connect Byron Road to Remy Javier Street and a second public street that would extend Remy Javier Street from the current street stub across the width of the parcel, stubbing at the property line in anticipation of future roadway connection to the west. Thirty-four lots are proposed to front onto future Byron Way north of future Remy Javier Street extension, and four lots (Lots 18, 19, 20, and 21) will be located south of Remy Javier Street. Lots 18 and 21 are reverse corner lots, which means a corner lot whose street side lot line continues on as the

front lot line of the first lot to its rear. As depicted in Attachment C, the developer intends to provide driveway access for Lots 18, 19, 20, and 21 onto future Byron Way.

The proposed lots meet the minimum requirements of the MDC Zone, which include a minimum lot size of 3,500 square feet and a minimum lot width of 45 feet on a street. No architecture is proposed with this application. Prior to construction of houses, the builder must submit plans in accordance with the development standards of the zone and obtain a development review permit approval.

The majority of the surrounding areas have developed over the past 30 years as single-family residential neighborhoods. The applicant's proposal to rezone the site to MDC and develop a small-lot single-family subdivision would be compatible with the neighboring areas.

Findings

TMC Chapter 12.16 provides findings that shall be made for approval of a tentative subdivision map, which can be made as follows:

(1) The proposed map is consistent with the general plan, any applicable specific plan, and this title.

Here, the proposed map is consistent with Title 12 of the Tracy Municipal Code and the MDC Zone to which the project proposes to rezone, and the MDC Zone is consistent with the General Plan Residential Medium land use designation.

(2) The site is physically suitable for the type of development.

The Project site is located with access to Byron Road and Remy Javier Street. Traffic circulation throughout the subdivision is designed to connect to these streets in accordance with City standards for the proposed density to ensure adequate traffic service levels are met. These qualities of the property make it suitable for residential development in accordance with City standards.

(3) The Project site is physically suitable for the proposed density of development.

The proposed density of 7.6 dwelling units per gross acre is consistent with the Residential Medium designation of the General Plan, which provides for a density range of 5.9 to 12.0 dwelling units per gross acre.

(4) The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, because there are no fish or known wildlife or habitat at this site. Furthermore, prior to any grading of the site, the subdivider will comply with the San Joaquin County Multi-Species Habitat Conservation & Open Space Plan administered by the San Joaquin Council of Governments.

(5) The design of the subdivision or the type of improvements will not conflict with

easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

There are no public easements on the property that would conflict with the proposed project. The subdivision will connect to and extend the existing Remy Javier Street stub that currently terminates at the site's eastern property line to allow for the continuation of this street through to the west in accordance with the City's long-term vision for street connectivity.

(6) Complies with all other applicable ordinances, regulations and guidelines of the City, including but not limited to the local floodplain ordinance (Municipal Code Chapter 9.52).

The Property is not located within any floodplain and the project, with conditions, will meet all applicable City design and improvement standards.

Planning Commission Recommendation

The Planning Commission conducted a public hearing to consider the project on May 8, 2024 and recommended City Council approve the project.

FISCAL IMPACT

This agenda item does not request any expenditure of funds. The applicant paid the application processing fees established by the City Council.

PUBLIC OUTREACH / INTEREST

A public hearing notice for the project was mailed to all property owners within a 300-foot radius of the project site, posted on the City website, and also published in the Tracy Press, and the meeting agenda packet was posted on the City website, City Hall, and the Tracy Branch Library.

COORDINATION

This development application was reviewed by multiple City Departments, the South San Joaquin County Fire Authority, Tracy Delta Disposal, PG&E, San Joaquin Council of Governments, San Joaquin County Environmental Health, and the Air Pollution Control District as part of the City's normal application review process. This staff report was prepared by the Development Services Planning Division.

CEQA DETERMINATION

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 because the project is characterized as in-fill development and (1) is consistent with the General Plan designation of Residential Medium and all applicable General Plan policies, as well as consistent with the applicable zoning designation and regulations because the rezoning from Medium Density Residential to Medium Density Cluster is not a material change since both zoning districts conform with the Residential Medium General Plan Designation including the density range of 5.9 to 12 dwelling units per gross acre, (2) occurs within City limits on a project site of no more than five acres substantially surrounded by urban

uses (3) has no value as habitat for endangered, rare or threatened species, (4) would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (5) can be adequately served by all required utilities and public services. Therefore, no further environmental review is necessary.

STRATEGIC PLAN

This agenda item is not related to any City Council Strategic Priorities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that, for the real property located at 2660 W. Byron Road, Assessor's Parcel Number 238-050-13 (Property). the City Council conduct a public hearing and upon conclusion:
(1) introduce an Ordinance (R22-0004) approving a rezone of the Property from Medium Density Residential to Medium Density Cluster;

(2) adopt a resolution approving a Tentative Subdivision Map (TSM22-0003) of the Property for the creation of 38 single-family lots, to take effect only upon the effective date of the rezoning; and

(3) determine that the project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15332.

Prepared by: Kenny Lipich, Acting Senior Planner

Reviewed by: Scott Claar, Acting Assistant Director of Community and Economic Development
Forrest Ebbs, Director of Community and Economic Development
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Existing & Proposed Zoning Exhibit
Attachment C – Tentative Subdivision Map Received October 25, 2023

Location Map

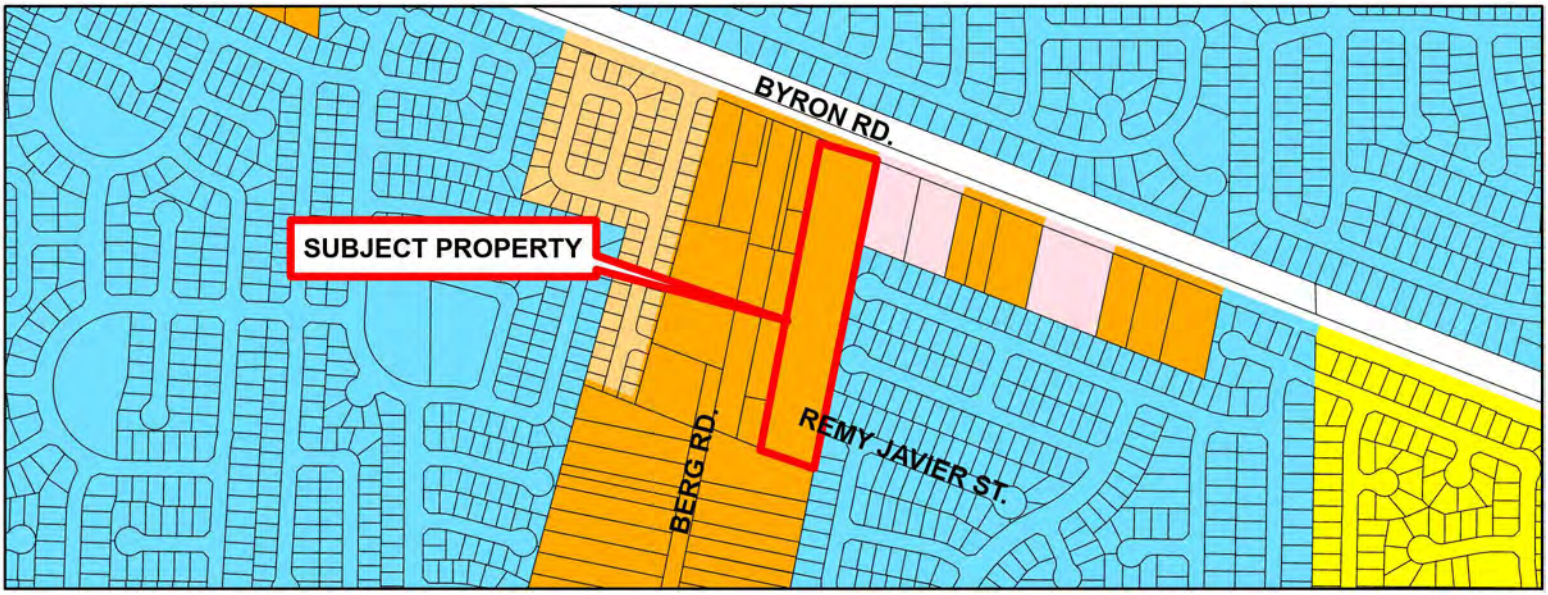
2660 BYRON ROAD



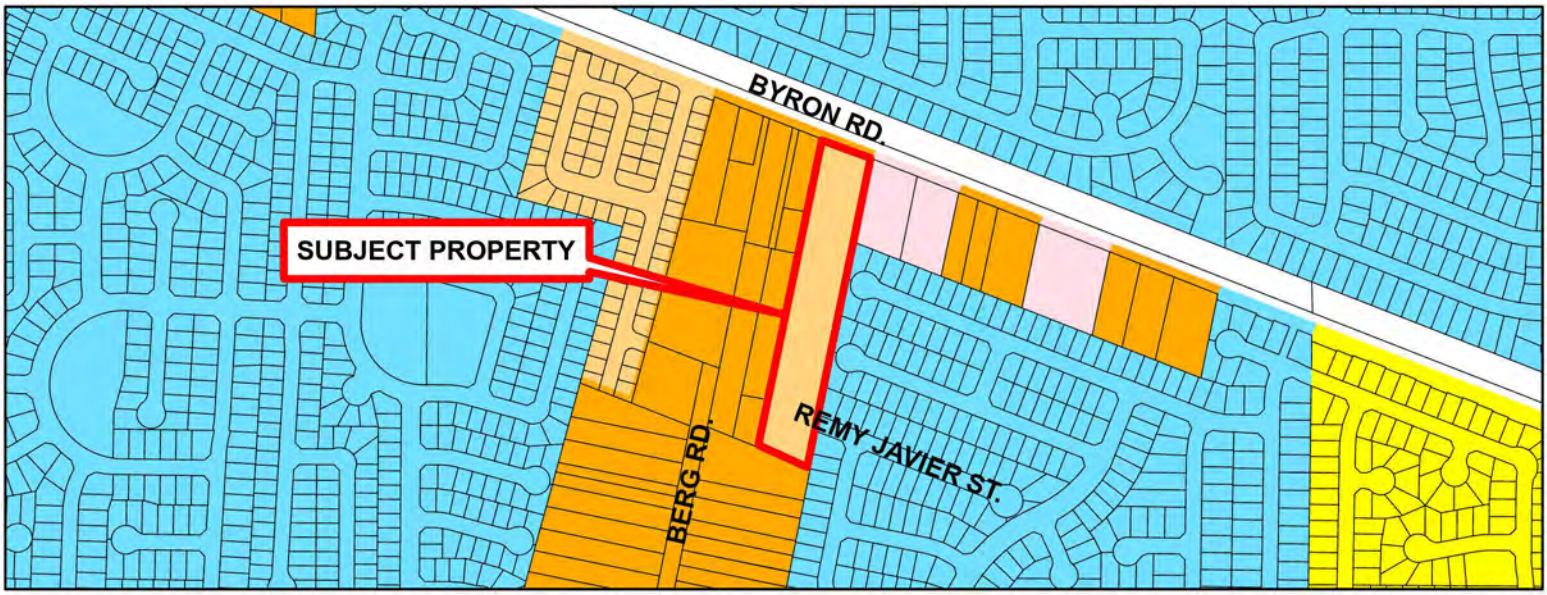
Zoning Districts

ATTACHMENT
B

Existing



Proposed



ZONING DISTRICTS

- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- Medium Density Cluster (MDC)
- Planned Unit Development (PUD)
- General Highway Commercial (GHC)

0 250 500 1,000 1,500 2,000 Feet

N

TRACY

Think Inside the Triangle™

Attachment C

SYMBOL LEGEND

NEW	EXIST	SYMBOL DESCRIPTION
12"SD	12"SD	STORM DRAIN W/ LINE SIZE (8" OR GREATER)
CB	CB	STORM DRAIN CATCH BASIN
DI	DI	STORM DRAIN DROP INLET
CONTECH	CONTECH	STORM DRAIN MANHOLE
SD	SD	STORM WATER TREATMENT DEVICE
6"SD	6"SD	STORM DRAIN W/ LINE SIZE (SMALLER THAN 8")
12"SS	12"SS	SANITARY SEWER W/ LINE SIZE
SS	SS	SANITARY SEWER MANHOLE
SSCO	SSCO	SANITARY SEWER CLEAN-OUT
		SANITARY SEWER WYE/SWEEP TO SEWER MAIN
12"W	12"W	WATER W/ LINE SIZE
		WATER VALVE
WM	WM	WATER METER
6"FS	6"FS	FIRE SERVICE W/ LINE SIZE
FH	FH	FIRE HYDRANT
FDC	FDC	FIRE DEPARTMENT CONNECTION
FBFD	FBFD	FIRE SERVICE BACKFLOW PREVENTION DEVICE
SCV	SCV	FIRE SERVICE SINGLE CHECK VALVE
JT.O.	JT.O.	JOINT OVERHEAD UTILITIES
GAS	GAS	GAS LINES
PP TP JP	PP TP JP	POWER POLE, TELEPHONE POLE OR JOINT POLE
		STREET LIGHTS (PUBLIC)
		SITE LIGHTS (PRIVATE)

RECEIVED
October 25, 2023
City of Tracy
Development Services

TENTATIVE TRACT NO. 4145

SUBDIVISIONS OF SAN JOAQUIN COUNTY

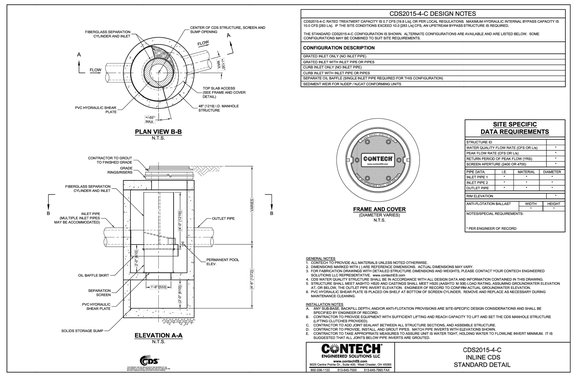
BYRON ESTATES

BEING A PORTION OF THE
SOUTHEAST CORNER OF SECTION 19,
T.2S., R.5E., M.D.B. & M.
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
MAY 2022

Schack & Company, Inc.
Professional Design Group



VICINITY MAP



REFERENCES:

(R1) DOC. NO. 2021–216463, S.J.C.R.
(R2) DOC. NO. 2009–100653, S.J.C.R.
(R3) M&P 34–100, S.J.C.R.
(R4) M&P 42–10, S.J.C.R.
(R5) 2008–197102, S.J.C.R.
(R6) 2021–046219, S.J.C.R.
(R7) 2013–049190, S.J.C.R.
(R8) 2011–107148, S.J.C.R.
(R9) 2011–150309, S.J.C.R.

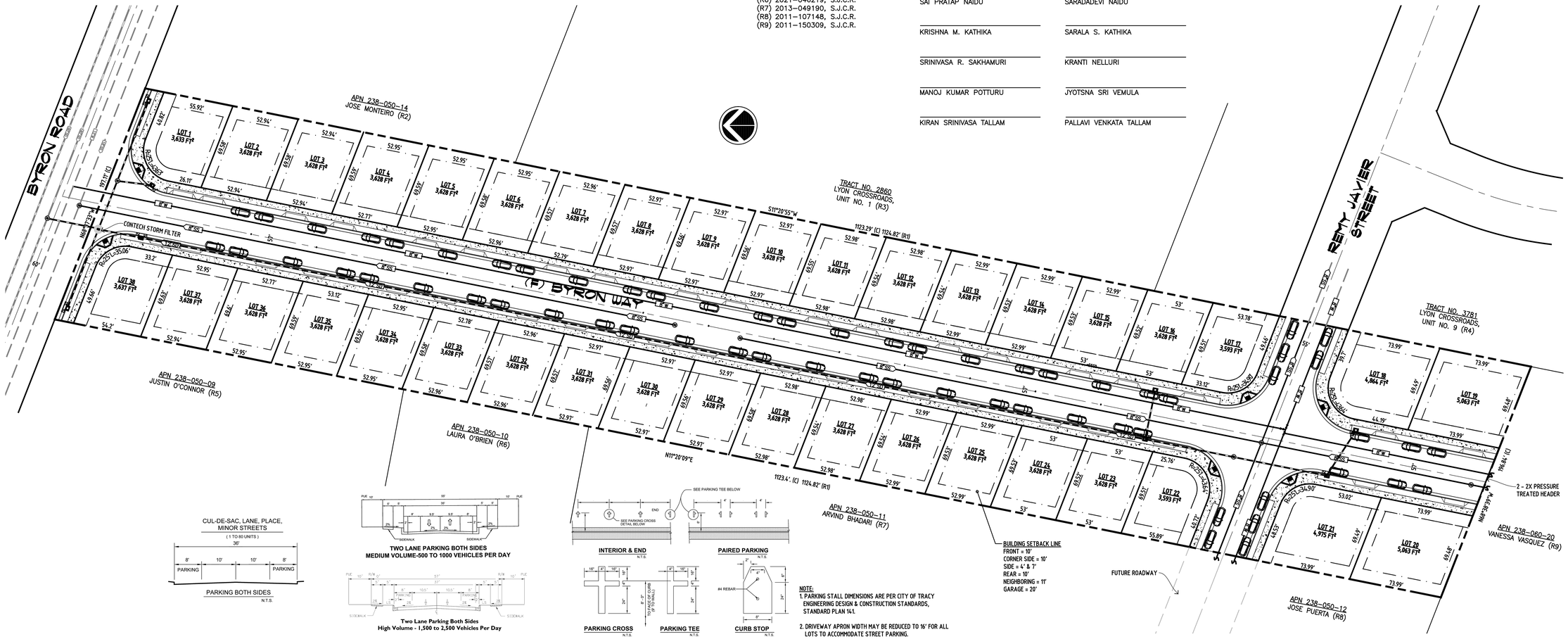
OWNERS' STATEMENT:

THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND CONSENT TO THE PREPARATION OF THIS TENTATIVE SUBDIVISION MAP.

SAI PRATAP NAIDU
SARADADEVI NAIDU
KRISHNA M. KATHIKA
SARALA S. KATHIKA
SRINIVASA R. SAKHAMURI
KRANTI NELLURI
MANOJ KUMAR POTTURU
JYOTSNA SRI VEMULA
KIRAN SRINIVASA TALLAM
PALLAVI VENKATA TALLAM

GENERAL NOTES:

1. OWNERS: SAI PRATAP AND SARADADEVI NAIDU
KRISHNA M. AND SARALA S. KATHIKA
SRINIVASA R. SAKHAMURI AND KRANTI NELLURI
MANOJ KUMAR POTTURU AND JYOTSNA SRI VEMULA
KIRAN SRINIVASA AND PALLAVI VENKATA TALLAM
83 N. ECHO PARK CT.
MOUNTAIN HOUSE, CA 95391
2. CIVIL ENGINEER: SCHACK & COMPANY, INC.
P.O. BOX 339
TRACY, CALIFORNIA 95378
(209) 835–2178
3. PROPERTY ADDRESS: 2660 W. BYRON ROAD
TRACY, CALIFORNIA 95377
4. ASSESSOR'S PARCEL NO: 238–050–13
5. EXISTING LAND USE: VACANT
6. EXISTING GENERAL PLAN: RESIDENTIAL MEDIUM
7. EXISTING ZONING: MDR
PROPOSED ZONING: MDC
8. LAND AREA: EXISTING: APN 238–050–13 – 5.00 AC
PROPOSED: 38 LOTS
9. LOT SIZE: SMALLEST LOT SIZE: 3,593 SF
LARGEST LOT SIZE: 5,063 SF
AVERAGE LOT SIZE: 3,770 SF
10. PARKING SUMMARY: GARAGE: 76
DRIVEWAY: 76
GUEST: 1.5 STALL/UNIT
11. UTILITIES: WATER: CITY
SEWER: CITY
STORM: CITY
GAS & ELECTRIC: PG&E
TELEPOHONE: AT&T
CABLE COMCAST
12. LOT DIMENSIONS ARE PRELIMINARY ONLY AND ARE SUBJECT TO FINAL DESIGN.
13. PROJECT MAY BE BUILT IN PHASES & MULTIPLE FINAL MAPS MAY BE FILED.
14. THIS PROPERTY IS NOT SUBJECT TO INUNDATION FROM THE 100 YEAR FLOOD.
15. ALL PROPOSED UTILITIES ARE TENTATIVE AND MAY CHANGE DURING FINAL DESIGN. FINAL DESIGN SHALL ADHERE TO CITY OF TRACY STANDARDS.



NOTE:
1. PARKING STALL DIMENSIONS ARE PER CITY OF TRACY ENGINEERING DESIGN & CONSTRUCTION STANDARDS, STANDARD PLAN 141.
2. DRIVEWAY APRON WIDTH MAY BE REDUCED TO 16' FOR ALL LOTS TO ACCOMMODATE STREET PARKING.

CITY OF TRACY

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION IT BECOMES NECESSARY TO MAKE CHANGES IN THE LINE OR GRADE SHOWN ON OR VARY FROM THE SPECIFICATIONS AND DETAILS OF THE CITY OF TRACY OR THESE PLANS, THE CITY ENGINEER SHOULD BE NOTIFIED IMMEDIATELY. NO CHANGES SHALL BE MADE UNLESS THEY ARE APPROVED IN THE MANNER IN WHICH THE SAME IS TO BE MADE AT NO COST TO THE CITY. APPROVAL AS TO DESIGN ONLY BASED ON THE INFORMATION SUBMITTED HEREON. APPROVED FOR THE CITY OF TRACY

ROBERT ARMIJO, P.E. — CITY ENGINEER — DATE:

Think Inside the Triangle

REGISTERED PROFESSIONAL ENGINEER
DAN R. SCHACK
No. 32158
Exp. 12–31–20
CIVIL
STATE OF CALIFORNIA

Schack & Company, Inc.
Professional Design Group
1827 Central Avenue, Tracy, California 95376
(209) 835–2178 FAX (209) 835–2179
www.schackandcompany.com

JOB NO: 22.016 DATE: 05/02/22

REVISIONS			
SYMBOL	DATE	DESCRIPTION	APPROVED
	09/07/22	PLAN REVIEW CHANGE	DW
	11/29/22	PLAN REVIEW CHANGE	DW
	01/26/23	PLAN REVIEW CHANGE	DW
	02/28/23	PLAN REVIEW CHANGE	DW

DESIGNED BY: DW
DRAWN BY: DW
CHECKED BY: DW
SCALE: 1" = 40'

Byron Estates
2660 W. BYRON RD.
TRACY, CA 95377
APN 238–050–13

DRAWING RELEASE

	DESCRIPTION	DATE
	PRELIMINARY PLANS	05/02/22
	INITIAL PLAN REVIEW	
	ADDITIONAL PLAN REVIEW	
	ADDITIONAL PLAN REVIEW	
	FINAL CONSTRUCTION	

SHEET 1 OF 1 SHEETS

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

---

(1) AMENDING THE ZONE DISTRICT OF THE PROPERTY AT 2660 W. BYRON ROAD (ASSESSOR'S PARCEL NUMBER 238-050-13) FROM MEDIUM DENSITY RESIDENTIAL TO MEDIUM DENSITY CLUSTER, AND

(2) DETERMINING THAT THE ZONING AMENDMENT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO GUIDELINES SECTION 15332

WHEREAS, The subject property is less than five acres and is located at 2660 W. Byron Road (Assessor's Parcel Number 238-050-13) (Site); and

WHEREAS, The Site is designated as Residential Medium on the City's General Plan Map and zoned Medium Density Residential; and

WHEREAS, On July 8, 2022, an application was filed for the rezoning of the Site from Medium Density Residential (MDR) to Medium Density Cluster (MDC) (Application Number R22-0004); and

WHEREAS, The applicant is Schack & Company, Inc. and the Site owners are Sai Pratap Naidu, Saradadevi Naidu, Krishna M. Kathika, Sarala S. Kathika, Srinivasa R. Sakhamuri, Kranti Nelluri, Manoj Kumar Potturu, Jyotsna Sri Vemula, Kiran Srinivasa Tallam, and Pallavi Venkata Tallam; and

WHEREAS, The applicant has concurrently filed an application for a tentative subdivision map (Byron Estates) for the Site for the creation of 38 single-family lots consistent with the MDC Zone, which application is being separately considered by the City Council through adoption of a Resolution; and

WHEREAS, The MDC Zone is consistent with the land use, density, and other provisions of the Residential Medium General Plan designation; and

WHEREAS, The proposed zoning amendment is categorically exempt from the California Environmental Quality Act (CEQA) based on Guidelines Section 15332, which pertains to certain in-fill development projects, based on the following: The project is consistent with the General Plan and Zoning because the rezoning from Medium Density Residential to Medium Density Cluster is not a material change since both zoning districts conform with the Residential Medium General Plan Designation including the density range of 5.9 to 12 dwelling units per gross acre;

occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses; has no value as habitat for endangered, rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality, or water quality; and can be adequately served by all required utilities and public services; and therefore, no further environmental assessment is necessary; and

WHEREAS, In accordance with Tracy Municipal Code (TMC) Title 10, Article 29, the Planning Commission shall consider rezoning requests and make a recommendation to the City Council; and

WHEREAS, The Planning Commission conducted a properly noticed public hearing to review the proposed rezoning during their regular meeting of May 8, 2024 and recommended that the City Council adopt this ordinance amending the Site's zone district to MDC; and

WHEREAS, The City Council conducted a properly noticed public hearing to review and consider the proposed rezoning on June 18, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals and Findings. The City Council of the City of Tracy hereby finds and determines the foregoing recitals are true and correct and are hereby incorporated herein in support of the findings and determinations of the City.

SECTION 2. CEQA Determination. The City Council finds and determines this Ordinance is categorically exempt from CEQA pursuant to CEQA Guidelines section 15332.

SECTION 3. Zoning Map Amendment. The Zoning Map of the City of Tracy is hereby amended to reclassify the following property from Medium Density Residential (MDR) to Medium Density Cluster (MDC):

Approximately five acres located at 2660 W. Byron Road (Assessor's Parcel Number 238-050-13), as indicated on Exhibit 1 of this Ordinance.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6. Publication. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 8. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

* * * * * * * * * * * * * *

The foregoing Ordinance 2024-_____ was introduced at a regular meeting of the Tracy City Council on the 18th day of June 2024, and finally adopted on the ___ day of _____ 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____

ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy

Date of Attestation: _____

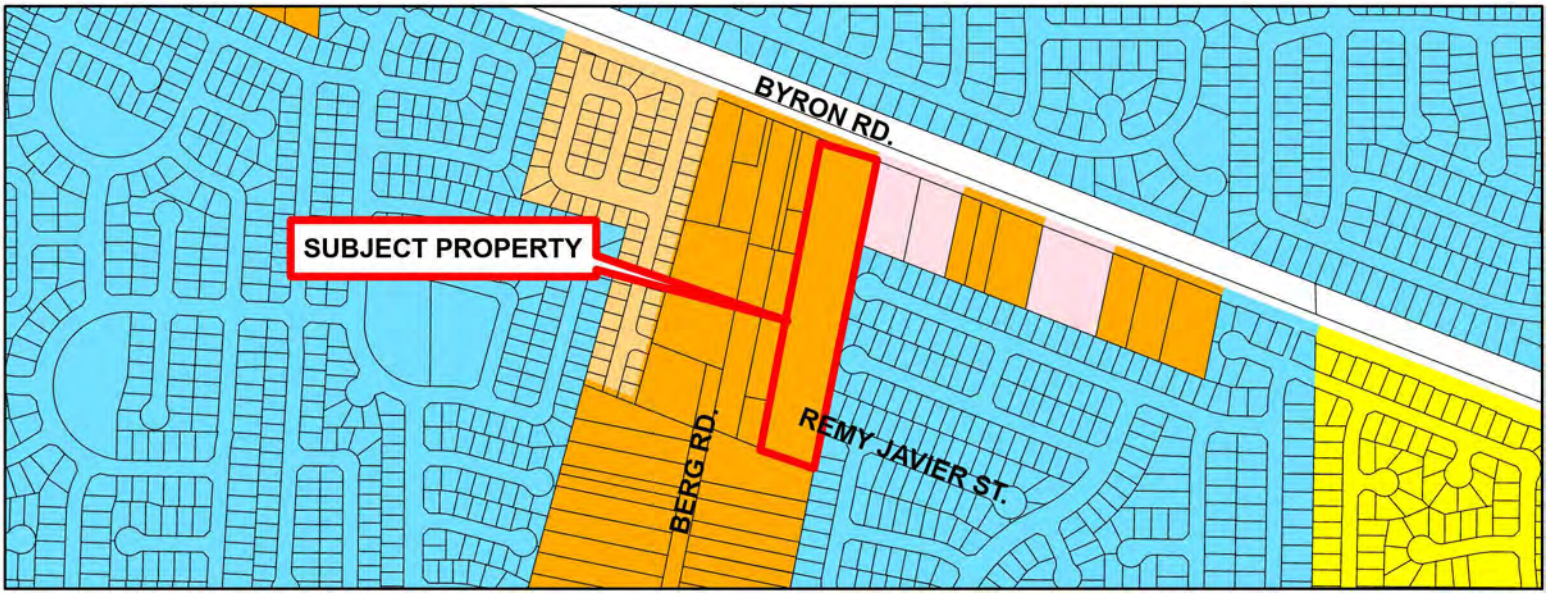
Attachments:

Exhibit 1 – Map Demonstrating Zoning Amendment from Medium Density Residential to Medium Density Cluster

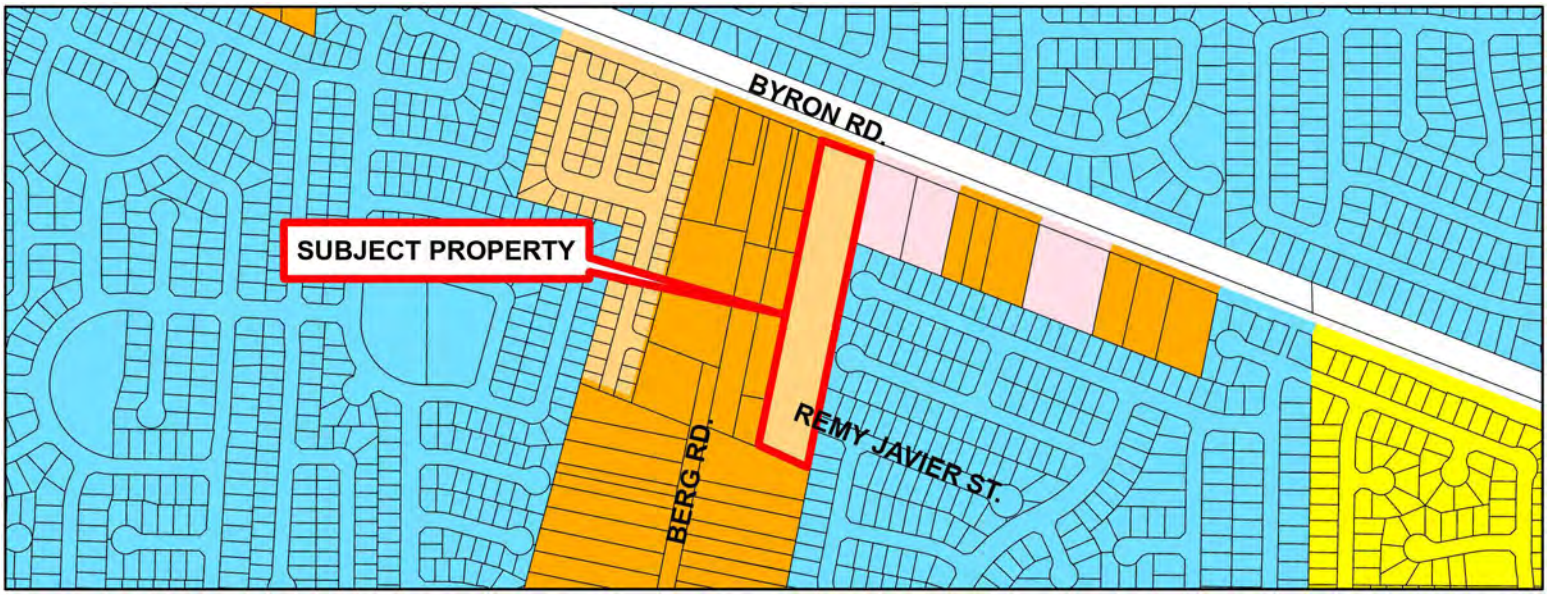
Zoning Districts

EXHIBIT 1

Existing



Proposed



ZONING DISTRICTS

- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- Medium Density Cluster (MDC)
- Planned Unit Development (PUD)
- General Highway Commercial (GHC)

0 250 500 1,000 1,500 2,000 Feet

N

TRACY

Think Inside the Triangle™

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

---

(1) APPROVING A TENTATIVE SUBDIVISION MAP (TSM22-0003) FOR THE CREATION OF 38 SINGLE-FAMILY LOTS AT 2660 W. BYRON ROAD, ASSESSOR'S PARCEL NUMBER 238-050-13; AND

(2) DETERMINING THAT THIS PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO GUIDELINES SECTION 15332

WHEREAS, The subject property is approximately five acres and is located at 2660 W. Byron Road (Assessor's Parcel Number 238-050-13) (Site"); and

WHEREAS, The Site is designated as Residential Medium on the City's General Plan Map and zoned Medium Density Residential; and

WHEREAS, On July 8, 2022, an application was filed for a tentative subdivision map for residential development on the Site (Application Number TSM22-0003); and

WHEREAS, The applicant is Schack & Company, Inc. and the Site owners are Sai Pratap Naidu, Saradadevi Naidu, Krishna M. Kathika, Sarala S. Kathika, Srinivasa R. Sakhamuri, Kranti Nelluri, Manoj Kumar Potturu, Jyotsna Sri Vemula, Kiran Srinivasa Tallam, and Pallavi Venkata Tallam; and

WHEREAS, Concurrently, the applicant filed an application for the rezoning of the Site from Medium Density Residential to Medium Density Cluster (MDC) (Application Number R22-0004); and

WHEREAS, The proposed tentative map is consistent with the proposed MDC zoning; and

WHEREAS, Staff recommends that any approval of the tentative map be subject to the Conditions of Approval set forth in Exhibit 2; and

WHEREAS, By separate action, the City Council is considering the introduction of Ordinance_____to rezone the Site from Medium Density Residential to MDC; and

WHEREAS, The proposed zoning amendment is categorically exempt from the California Environmental Quality Act (CEQA) based on Guidelines

Section 15332, which pertains to certain in-fill development projects, based on the following: The project is consistent with the General Plan and Zoning because the rezoning from Medium Density Residential to Medium Density Cluster is not a material change since both zoning districts conform with the Residential Medium General Plan Designation including the density range of 5.9 to 12 dwelling units per gross acre; occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses; has no value as habitat for endangered, rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality, or water quality; and can be adequately served by all required utilities and public services; and therefore, no further environmental assessment is necessary; and

WHEREAS, In accordance with Tracy Municipal Code (TMC) Title 10, Article 29, the Planning Commission shall consider rezoning requests and make a recommendation to the City Council; and

WHEREAS, In accordance with TMC Chapter 12.16, the Planning Commission shall approve, conditionally approve, or deny proposed tentative subdivision maps, however, the project requires a zoning amendment, which only can be approved by the City Council and this rezoning is prerequisite for the subdivision of the Property (see further analysis in the Findings section below); and

WHEREAS, To ensure that the project approvals are bundled as one action, the Planning Commission acted as a recommending body to the City Council, which is the approval body for all project entitlements; and

WHEREAS, The Planning Commission conducted a properly noticed public hearing to receive, review and consider evidence and testimony regarding the subject applications on May 8, 2024, and after deliberation Planning Commission recommended that the City Council approve both the proposed rezoning and the tentative map, subject to the Conditions of Approval set forth in Exhibit 2; and

WHEREAS, On June 18, 2024, the City Council conducted a properly public hearing to review and consider the Tentative Subdivision Map and determine the project is categorically exempt from CEQA; now, therefore, be it

RESOLVED: That the City Council for the City of Tracy hereby determines, based on the evidence in the record and its own independent judgment, that the proposed project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15332 (In-fill Development), and be it

RESOLVED: Based on the evidence in the record and its own independent judgment and the foregoing recitals, in accordance with Tracy Municipal Code Chapter 12.16, the City Council hereby adopts the findings set forth in Exhibit 1 hereto and incorporated herewith; and be it

FURTHER RESOLVED: That the City Council hereby approves the Tentative Subdivision Map (TSM22-0003), based on the findings set forth in Exhibit 1 and subject to the Conditions of Approval set forth in Exhibit 2, for the creation of 38 single-family lots and public streets consistent with the Medium Density Cluster Zone; and be it

FURTHER RESOLVED: That this Resolution shall not take effect until the effective

date of Ordinance XXX.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the City Council on the 2nd day of July 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California
Date of Attestation: _____

Attachments:

Exhibit 1 – Statement of Findings in support of Approval of TSM22-0003
Exhibit 2 – Conditions of Approval
Exhibit 3 – Tentative Subdivision Map

City of Tracy
Byron Estates Tentative Subdivision Map Findings
Application Number TSM22-0003

(1) The proposed map is consistent with the general plan, any applicable specific plan, and this title.

The proposed map is consistent with Title 12 of the Tracy Municipal Code and the MDC Zone to which the project proposes to rezone, and the MDC Zone is consistent the General Plan Residential Medium land use designation.

(2) The site is physically suitable for the type of development.

The site is located with access to Byron Road and Remy Javier Street. Traffic circulation throughout the subdivision is designed to connect to these streets in accordance with City standards for the proposed density to ensure adequate traffic service levels are met. These qualities of the property make it suitable for residential development in accordance with City standards.

(3) The site is physically suitable for the proposed density of development.

The proposed density of 7.6 dwelling units per gross acre is consistent with the Residential Medium designation of the General Plan, which provides for a density range of 5.9 to 12.0 dwelling units per gross acre.

(4) The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, because as conditioned, prior to any grading of the site, the subdivider will demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation & Open Space Plan administered by the San Joaquin Council of Governments for the protection of any wildlife or habitats found on the site prior to construction.

(5) The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

There are no public easements on the property that would conflict with the proposed project. The subdivision will connect to and extend the existing Remy Javier Street stub that currently terminates at the site's eastern property line to allow for the continuation of this street through to the west in accordance with the City's long-term vision for street connectivity.

(6) Complies with all other applicable ordinances, regulations and guidelines of the City, including but not limited to the local floodplain ordinance (Municipal Code Chapter 9.52).

The subject property is not located within any floodplain and the project, with conditions, will meet all applicable City design and improvement standards.

City of Tracy
Conditions of Approval
Byron Estates Tentative Subdivision Map
Application Number TSM22-0003
July 2nd, 2024

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Byron Estates Tentative Subdivision Map to create 38 single-family residential lots and public streets

The Property: A five-acre site located at 2660 W. Byron Road (Assessor's Parcel Number 238-050-13)

A.2. Definitions.

a. "Applicable Law" means all State and federal laws applicable to development of the Project, including without limitation the relevant provisions of the California Planning and Zoning Laws, the California Subdivision Map Act, and the California Environmental Quality Act, all City Regulations.

b. "Applicant" means any person, or other legal entity, defined as a "Subdivider."

c. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

d. "City Regulations" means all written laws, rules and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities StandardPlans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

e. "Development Services Director" means the Development Services Department Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

f. "Conditions of Approval" shall mean the conditions of approval applicable to the Project. The Conditions of Approval shall specifically include all Development Services Department conditions set forth herein.

g. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries.

A.3. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.4. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California AdministrativeCode, title 14, sections 1500, et seq., "CEQA Guidelines").
- the applicable CBC, CRC, CPC, CMC, CEC, CFC, CEC, and CA Green Building Standards Code.

A.5. Compliance with City Regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations, including, but not limited to, Tracy Municipal Code (TMC), Standard Plans, and the City's Design Goals and Standards.

A.6. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall commence on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions within this 90- day period, which protest complies with all of the requirements of Government Code Section 66020, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the Developer.

B. Planning Division Conditions

Contact: Kenny Lipich (209) 831-6443 kenneth.lipich@cityoftracy.org

B.1. Compliance with submitted plans. Except as otherwise modified herein, the Final Map shall be in substantial conformance with the tentative subdivision map received by the Development Services Department on October 25, 2023.

C. Engineering Division Conditions

Contact: Al Gali (209) 831-6436 al.gali@cityoftracy.org

C.1. General Conditions

Developer shall comply with the applicable sections of approved documents and/or recommendations of the technical analyses/reports prepared for the Project listed as follows:

1) NONE

C.2 Tentative Subdivision Map

Prior to signature of the Tentative Subdivision Map by the City Engineer, Developer shall comply with the requirements set forth in this section, to the satisfaction of the City Engineer.

C.2.1 The developer shall submit one (1) paper copy of the approved tentative subdivision map for the Project. The owner of the Property must consent to the preparation of the Tentative Subdivision Map, and the proposed subdivision of the Property by signing the tentative map. The Tentative Subdivision Map shall contain all the appropriate signature blocks. If the Public Hearing officer finds that changes to the final tentative subdivision map is needed, Developer shall provide the revised tentative subdivision map within ten (10) days after Public Hearing.

C.2.2 Revise the Tentative Subdivision Map to show restricted access (relinquish abutter's rights) to prevent future homeowners from accessing nearby public streets. The restrictions are summarized below:

C.2.2.a. Restrict access to Byron Road along the northern property line of Lot 1 and Lot 38; and

C.2.2.b. Restrict access to Remy Javier Street along the southern property line of Lot 17 and Lot 22; and the northern property line of Lot 18 and Lot 21.

C.2.3 Developer shall obtain City approval regarding the street name.

C.2.4 Developer shall depict a Public Utility Easements (PUE) that is ten (10) feet wide minimum as per Section 3.02(c) pg. 18 of the 2020 Design Standards on each proposed lot.

C.2.5 Developer shall depict a storm water pretreatment device on the storm drain line.

C.3 Final Subdivision Map

Prior to scheduling the final subdivision map for approval with City Council, the Developer will demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, the following:

C.3.1 Developer has completed all the requirements set forth in this section, and Condition C.2, above.

C.3.2 The Final Subdivision Map prepared in accordance with the applicable requirements of the Tracy Municipal Code (TMC), the City Design Standards, and in substantial conformance with the Tentative Subdivision Map for the Project. Said Final Subdivision Map shall be in substantial conformance with the City Council approved Tentative Subdivision Map.

C.3.3 The Final Subdivision Map shall include dedications or offers of dedication of all right(s)-of-way, if applicable; Public Access Easements; and/or Public Utility Easements (PUE) required to serve the Project described by the Final Subdivision Map submittal, in accordance with State Laws, City Regulations, and these Conditions of Approval. Said PUE shall be ten (10) feet wide minimum as measured from the edge of the PUE to edge of PUE on the opposite side of the street. PUE shall be continuous along each lot's frontage along every right-of-way.

C.3.4 All proposed right-of-way dedication for the internal in-tract street shall conform to Standard Detail 101 of the 2020 Design Standards for in-fill residential street with a right-of-way width of fifty-seven (57) feet, excluding the P.U.E. from Byron Road to Remy Javier Street; and fifty-five (55) feet, excluding the P.U.E. from Remy Javier to the terminus of the subdivision.

C.3.5 Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three (3) second (2^{nd}) order Class-1 control points establishing the "Basis of Bearing" and shown as such on the final map. The final map shall also identify surveyed ties from two of the horizontal control points to a minimum of two (2) separate points adjacent to or within the Property described by the Final Map.

C.3.6 A construction cost estimate of subdivision improvements and for all required public facilities, prepared in accordance with City Regulations to be used for calculating engineering review fees and for bonding purposes. In determining the total construction cost, add ten percent (10%) for construction contingencies.

C.3.7 Developer has constructed, and the City has accepted, all the conditioned public improvements. If all required improvements are not constructed, the Developer may be required to execute improvement agreement(s) with improvement security, and insurance, as required by the Government Code, the TMC, and these Conditions.

C.3.8 Developer will include slope easement with the final map submittal to address slopes among the lots to address grade differentials.

C.3.9 Payment of final map checking fees and all fees required by these Conditions of Approval and City Regulations.

C.3.10 At the conclusion of the City's review, Developer shall submit one (1) mylar copy of the approved Final Subdivision Map for signature.

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer. Prior to the release of the Grading Permit, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all requirements set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading and Drainage Plans shall be prepared in accordance with the City's Subdivision Ordinance (TMC Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.

C.4.6 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound bond paper. These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans including signatures by the Fire Marshal prior to submitting the plans to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Improvement Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.

C.4.10 In-tract Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless a California licensed geotechnical engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14 If the Project contains overhead utilities, the Developer shall underground

existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans.

C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Improvement Agreement(s) and Encroachment Permits

All construction activity involving public improvements, prior to a final map approval, will require a fully executed improvement agreement (Off-site, and/or Subdivision) and an encroachment permit. Any construction activity involving public improvements within the public right-of-way without written approval from the City is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer of Record, Geotechnical Report, City Regulations, City Design Documents, and these Conditions. Prior to the City writing any improvement agreement or scheduling any improvement agreement to be approved by City Council for the Project the Developer will provide all documents related to said improvements required by City Regulations, City Design Documents, and these Conditions, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.5.1. On-site, Private, and/or Public Infrastructure Improvement Plans prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound bond paper that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans including signatures by Fire Marshal to submitting the plans to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.5.1.a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.5.1.b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.5.1.c. A PDF copy of the Project's Geotechnical/Soils Report prepared or signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to street pavement thickness, materials, compaction and other pertinent information.

C.5.1.d. Storm Water - The Project's on-site storm water drainage connection to the City's storm water system shall be approved by the City Engineer. Drainage calculations for the sizing of the on-site storm drainage system. Improvement Plans to be submitted with the hydrology and storm water. The proposed improvements shall be in substantial conformance with the approved tentative map.

Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public street with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading and Drainage Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments.

Developer shall design/construct a storm water pre-treatment system to the satisfaction of the City Engineer.

C.5.1.e. Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing

curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection. The proposed improvements shall be in substantial conformance with the approved tentative map.

Developer is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plans. The City's responsibility to maintain on the sewer lateral is from the wye/onsite sewer manhole at the right-of-way line/property line/wye fitting to the point of connection with the sewer main.

C.5.1.f. Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal. The proposed improvements shall be in substantial conformance with the approved tentative map.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be approved by the City Engineer.

After improvement acceptance, repair and maintenance of the water service from the water meter to the point of connection with

the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).

Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer or the individual lot owner(s).

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

C.5.1.g. Hydrants – Location and construction details of fire service line including the fire hydrant(s) that are to serve the Project shall be approved by the Fire Marshal. Prior to the approval of the Improvement Plans by the City Engineer, the Developer shall obtain written approval from the Fire Marshal, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed or planned to serve the Project.

C.5.1.h. Streets – All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Standards including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City. The proposed improvements shall be in substantial conformance with the approved tentative map.

All proposed residential street widths and cross sections shall conform to the City Council approved TSM. The sidewalk shall be located as per said TSM. All proposed right-of-way dedication for the internal in-tract street shall conform to Standard Detail 101 of the 2020 Design Standards for in-fill residential street with a right-of-way width of fifty-seven (57) feet, excluding the P.U.E., from Byron Road to Remy Javier Street and fifty-five (55) feet, excluding the P.U.E., from Remy Javier Street to the terminus of the public road. Beyond the right-of-way, the Developer shall also dedicate ten (10) feet wide P.U.E.

Since construction traffic will be on the Project's road, as per Section 3.04(A) of the 2020 Design Standards, the road's Traffic Index will be nine (9) and will have a minimum street structural section of 0.4-feet of asphalt-concrete over 1.80-feet of compacted aggregate base. Per

the Design Standards Section 3.04(C), the final lift of asphalt concrete shall be placed after the homes (or building structure) are constructed and prior to tract acceptance.

Developer shall remove all existing driveways not proposed to be used by the project.

C.5.2. Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound paper bond for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the twenty-four (24) feet wide to forty-six (46) feet wide [the width varies) PUE to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s). If necessary, the Developer shall dedicate ten (10) feet wide PUE for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s) in the future.

C.5.3. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans. The cost estimate shall show the cost of designing the public improvements.

Payment of applicable fees required by these Conditions of Approval and City Regulations, including but not limited to, plan checking, grading and encroachment permits and agreement processing, construction inspection, and testing fees. The engineering review fees will be calculated based on the fee rate adopted by the City Council on September 2, 2014, per Resolution 2014-141 and on May 16, 2017, per Resolution 2017-098. Developer shall submit payment in the form of a check for the aforementioned fees.

C.5.4. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

C.5.5. Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.5.6. No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

C.5.7. If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5.8 On-site, in-tract Public Improvements - Prior to the City's approval of the Final Subdivision Map, and prior to the Developer commencing construction of on-site, in-tract public and improvements, Developer shall possess a fully executed Subdivision Improvement Agreement (SIA). Developer shall also complete all of the following requirements to the satisfaction of the City Engineer:

Developer has received City signed improvement plans.

Developer has submitted a complete application for a Final Subdivision Map which is served by the required public improvements, and the Final Subdivision Map has been approved by the City Engineer.

Developer has paid all required processing fees including plan check and inspection fees.

Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC. Monumentation Bonds shall be seven hundred fifty ($750.00) dollars multiplied by the total number of street centerline monuments plus one hundred twenty-five ($125) dollars multiplied by the total number of legal lots that are shown on the Final Map.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.5.9 Off-site Public Improvements, If Applicable - Prior to the Developer commencing construction of off-site public improvements, Developer shall possess a fully executed Off-site Improvement Agreement (OIA). Developer shall also complete all of the following requirements to the satisfaction of the City Engineer:

Developer has received City signed improvement plans.

Developer has paid all required processing fees including plan check and inspection fees.

Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.6. Building Permit

No building permit within the Project boundaries will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1 Developer has completed all requirements set forth in Condition C.1, through C.5, above.

C.6.2 Developer pays the applicable development impact fees as required in the TMC, these Conditions of Approval, and City Regulations.

C.7 Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Developer demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.7.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2 Developer submitted the Storm Water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.7.3 Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7.4 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City, at its sole

discretion, temporarily release the original plans of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As-Built" configuration of all improvements.

C.7.5 AutoCAD file, including referenced documents.

C.7.6 Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7.7 Developer has completed the ninety (90) day public landscaping maintenance period.

C.7.8 Release of Improvement Security – Release of improvement security shall be in accordance with the requirements of Title 12 of the TMC. Monumentation Bond will be released to the Developer after City Council's acceptance of the public improvements and if the Developer meets the terms set in Section 66497(c) of the Subdivision Map Act. All survey monuments shown on the Final Map must be installed. Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.8 Special Conditions

C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2008 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer

shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3 If water is required for the project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

C.8.4 Developer shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Developer shall prepare and submit a map depicting the location of the water meter on a 8.5-inch X 11-inch sheet to Finance Department.

C.8.5 Model Complex: Developer shall maintain an ADA compliant path of travel that is vertical separated from the vehicle travelway. Developer shall not enclose or include the sidewalk to be part of the model complex.

C.8.6 These Conditions are non-transferrable to any party not a part of the application to the Project.

D. Utilities Department

Contact: Stephanie Reyna-Hiestand 209.831.6320 stephanie.hiestand@cityoftracy.org

D.1. Prior to approval of the Final Map, the developer shall demonstrate compliance with the 2015 Post-Construction Stormwater Standards (PCSWS) Manual and obtain approval through the following:

D.1.1. Develop a Project Stormwater Plan (PSP) that identifies the methods to be employed to reduce or eliminate stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment control measures and hydromodification control measures.

D.1.1.a. Design and sizing requirements shall comply with PCSWS Manual.

D.1.1.b. Demand Management Areas must be clearly designated along with identification of pollutants of concern.

D.1.1.c. Calculations of the Stormwater Design Volume and/or Design Flow with results from the Post-Construction Stormwater Runoff Calculator must be submitted in the PSP for approval.

D.1.1.d. Per the PCSWS Manual, include a hydromodification management plan ensuring the post-project runoff flow rate shall not exceed estimated pre-project flow rate for the 2-year, 24 hour storm.

D.1.1.e. Submit one (1) hard copy of the PSP and an electronic copy to the Utilities Department (WaterResources@cityoftracy.org), include the project name, address and Project # and/or Permit # in the title or subject line.

D.1.2 Construct the approved stormwater treatment device(s) and receive final approval by Utilities. This shall include periodic inspection by Utilities to ensure

that installation and construction are to standard.

D.1.3 Develop and electronically submit to the Utilities Department for approval (WaterResources@cityoftracy.org) a preliminary Operations and Maintenance (O & M) Plan that identifies the operation, maintenance, and inspection requirements for all stormwater treatment and baseline hydromodification control measures identified in the approved PSP.

D.1.2. No later than two (2) months after approval notification of the submitted PSP, the applicant shall electronically submit the following information to the Utilities Department (WaterResources@cityoftracy.org) for development of a draft stormwater maintenance access agreement, in accordance with the MAPCSWS:

i. Property Owner(s) name and title report; or Corporate name(s) and binding documents (resolutions, etc) designating ability to sign agreement
ii. Property Address
iii. Exhibit A – legal property description
iv. Exhibit B – approved O & M Plan

D.2. Project shall always be in compliance with Federal, State and Local mandates with potable water, recycled water and water quality.

E. The following conditions provide the applicant with options for funding required Citywide services.

Contact: Guadalupe Pena 209.831.6834 Guadalupe.pena@cityoftracy.org

E.1. Streets, Streetlights and Sidewalks

Before approval of the Final Map or issuance of any building permit for the Property (except for up to ten (10) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operation, maintenance and replacement for the traffic signals, streetlights, and street sweeping on the Property (including all costs required by PG&E), by doing one or more of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Subdivider shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which requires that prior to the issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. Subdivider shall be responsible for all costs associated with the CFD proceedings.

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going costs of operation, maintenance and replacement for the traffic signals, streetlights, and street sweeping on the Property (including all costs required by PG&E);

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection or occupancy of the first dwelling (except for up to ten (10) model homes), setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term operation, maintenance and replacement by the HOA for the traffic signals, streetlights, and street sweeping on the Property;

(3) Before final inspection or occupancy of the first dwelling (except for up to ten (10) model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of operation, maintenance and replacement for the traffic signals, streetlights, and street sweeping on the Property. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

c. Direct funding. Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of operation, maintenance and replacement for the streets, streetlights, and sidewalks on the Property (including all costs required by PG&E).

If the provisions for adequate funding of the on-going costs of operation, maintenance and replacement for the traffic signals, streetlights, and street sweeping on the Property (including all costs required PG&E) are met prior to issuance of the first building permit for the Property, subject to the Finance Director’s review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

E.2. Police/Public Safety & Public Works

Before approval of the Final Map or issuance of any building permit for the Property (except for up to ten (10) model homes), Subdivider shall provide for perpetual funding of the on-going costs of providing Police and public safety and Public Works services for the Property, by doing one of the following, subject to the approval of the City’s Finance Director:

a. Community Facilities District. Subdivider shall enter into an agreement with the

City, to be signed by the Finance Director, which shall be recorded against the Property, which requires that prior to the issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. Subdivider shall be responsible for all costs associated with the CFD proceedings.

Or

b. Direct funding. Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of providing Police and public safety and Public Works services for the Property.

If the provisions for adequate funding of the on-going costs of providing Police and public safety and Public Works services for the Property are met prior to issuance of the first building permit for the Property, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

E.3. Landscaping Maintenance

Before approval of the Final Map or issuance of any building permit for the Property (except for up to ten (10) model homes), Subdivider shall provide for perpetual funding of the on-going costs of maintenance and replacement for public landscaping for the Property (but shall exclude the community park), by doing one or more of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates the following:

b.

(1) Prior to issuance of a building permit, the Subdivider shall form a Community Facilities District (CFD) for funding the on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan;
(2) The items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage, and electrical systems; masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas;
(3) The developer/owner shall provide all data for features within the public right-of-way and/or park within the property;

(4) Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien;
(5) Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment;
(6) Prior to issuance of a building permit, the Subdivider shall deposit an amount equal to the first year's taxes; and
(7) The Subdivider shall be responsible for all costs associated with formation of the CFD.

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection or occupancy of the first dwelling (except for up to ten (10) model homes), setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to ten (10) model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. The items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any

associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas.

SYMBOL LEGEND

NEW	EXIST	SYMBOL DESCRIPTION
12"SD	12"SD	STORM DRAIN W/ LINE SIZE (8" OR GREATER)
CB	CB	STORM DRAIN CATCH BASIN
DI	DI	STORM DRAIN DROP INLET
CONTECH	CONTECH	STORM DRAIN MANHOLE
SD	SD	STORM WATER TREATMENT DEVICE
6"SD	6"SD	STORM DRAIN W/ LINE SIZE (SMALLER THAN 8")
12"SS	12"SS	SANITARY SEWER W/ LINE SIZE
SS	SS	SANITARY SEWER MANHOLE
SSCO	SSCO	SANITARY SEWER CLEAN-OUT
		SANITARY SEWER WYE/SWEEP TO SEWER MAIN
12"W	12"W	WATER W/ LINE SIZE
		WATER VALVE
WM	WM	WATER METER
6"FS	6"FS	FIRE SERVICE W/ LINE SIZE
FH	FH	FIRE HYDRANT
FDC	FDC	FIRE DEPARTMENT CONNECTION
FBFD	FBFD	FIRE SERVICE BACKFLOW PREVENTION DEVICE
SCV	SCV	FIRE SERVICE SINGLE CHECK VALVE
JT.O.	JT.O.	JOINT OVERHEAD UTILITIES
GAS	GAS	GAS LINES
PP TP JP	PP TP JP	POWER POLE, TELEPHONE POLE OR JOINT POLE
		STREET LIGHTS (PUBLIC)
		SITE LIGHTS (PRIVATE)

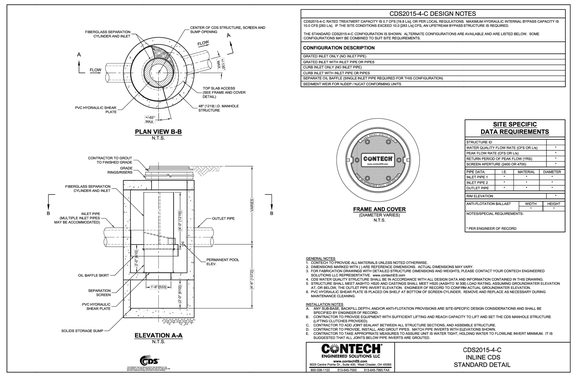
RECEIVED
October 25, 2023
City of Tracy
Development Services

TENTATIVE TRACT NO. 4145

SUBDIVISIONS OF SAN JOAQUIN COUNTY

BYRON ESTATES

BEING A PORTION OF THE
SOUTHEAST CORNER OF SECTION 19,
T.2S., R.5E., M.D.B. & M.
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
MAY 2022



Schack & Company, Inc.
Professional Design Group



VICINITY MAP

REFERENCES:

(R1) DOC. NO. 2021–216463, S.J.C.R.
(R2) DOC. NO. 2009–100653, S.J.C.R.
(R3) M&P 34–100, S.J.C.R.
(R4) M&P 42–10, S.J.C.R.
(R5) 2008–197102, S.J.C.R.
(R6) 2021–046219, S.J.C.R.
(R7) 2013–049190, S.J.C.R.
(R8) 2011–107148, S.J.C.R.
(R9) 2011–150309, S.J.C.R.

OWNERS' STATEMENT:

THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND CONSENT TO THE PREPARATION OF THIS TENTATIVE SUBDIVISION MAP.

SAI PRATAP NAIDU

SARADADEVI NAIDU

KRISHNA M. KATHIKA

SARALA S. KATHIKA

SRINIVASA R. SAKHAMURI

KRANTI NELLURI

MANOJ KUMAR POTTURU

JYOTSNA SRI VEMULA

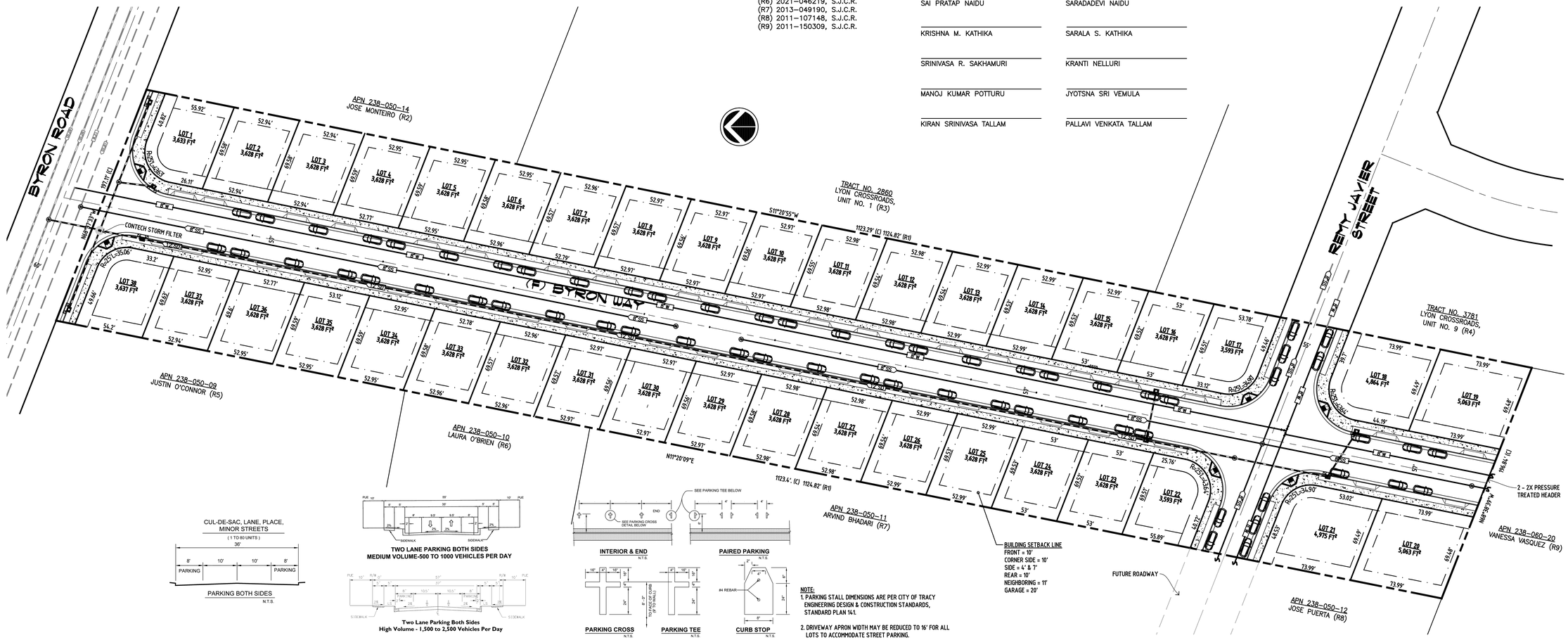
KIRAN SRINIVASA TALLAM

PALLAVI VENKATA TALLAM

Exhibit 3

GENERAL NOTES:

1. OWNERS: SAI PRATAP AND SARADADEVI NAIDU
KRISHNA M. AND SARALA S. KATHIKA
SRINIVASA R. SAKHAMURI AND KRANTI NELLURI
MANOJ KUMAR POTTURU AND JYOTSNA SRI VEMULA
KIRAN SRINIVASA AND PALLAVI VENKATA TALLAM
83 N. ECHO PARK CT.
MOUNTAIN HOUSE, CA 95391
2. CIVIL ENGINEER: SCHACK & COMPANY, INC.
P.O. BOX 339
TRACY, CALIFORNIA 95378
(209) 835–2178
3. PROPERTY ADDRESS: 2660 W. BYRON ROAD
TRACY, CALIFORNIA 95377
4. ASSESSOR'S PARCEL NO: 238–050–13
5. EXISTING LAND USE: VACANT
6. EXISTING GENERAL PLAN: RESIDENTIAL MEDIUM
7. EXISTING ZONING: MDR
PROPOSED ZONING: MDC
8. LAND AREA: EXISTING: APN 238–050–13 – 5.00 AC
PROPOSED: 38 LOTS
9. LOT SIZE: SMALLEST LOT SIZE: 3,593 SF
LARGEST LOT SIZE: 5,063 SF
AVERAGE LOT SIZE: 3,770 SF
10. PARKING SUMMARY: GARAGE: 76
DRIVEWAY: 76
GUEST: 1.5 STALL/UNIT
11. UTILITIES: WATER: CITY
SEWER: CITY
STORM: CITY
GAS & ELECTRIC: PG&E
TELEPOHONE: AT&T
CABLE COMCAST
12. LOT DIMENSIONS ARE PRELIMINARY ONLY AND ARE SUBJECT TO FINAL DESIGN.
13. PROJECT MAY BE BUILT IN PHASES & MULTIPLE FINAL MAPS MAY BE FILED.
14. THIS PROPERTY IS NOT SUBJECT TO INUNDATION FROM THE 100 YEAR FLOOD.
15. ALL PROPOSED UTILITIES ARE TENTATIVE AND MAY CHANGE DURING FINAL DESIGN. FINAL DESIGN SHALL ADHERE TO CITY OF TRACY STANDARDS.



NOTE:
1. PARKING STALL DIMENSIONS ARE PER CITY OF TRACY ENGINEERING DESIGN & CONSTRUCTION STANDARDS, STANDARD PLAN 141.
2. DRIVEWAY APRON WIDTH MAY BE REDUCED TO 16' FOR ALL LOTS TO ACCOMMODATE STREET PARKING.

CITY OF TRACY

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION IT BECOMES NECESSARY TO MAKE CHANGES IN THE LINE OR GRADE OF ANY PORTION OF THE WORK FROM THE SPECIFICATIONS AND DETAILS OF THE CITY OF TRACY OR THESE PLANS, THE CITY ENGINEER SHOULD BE NOTIFIED IMMEDIATELY. NO CHANGES SHALL BE MADE UNLESS APPROVED BY THE CITY ENGINEER IN A MANNER IN WHICH THE SAME IS TO BE MADE AT NO COST TO THE CITY. APPROVED AS TO DESIGN.
ONLY BASED ON THE INFORMATION SUBMITTED HEREON. APPROVED FOR THE CITY OF TRACY

ROBERT ARMIJO, P.E. — CITY ENGINEER — DATE:

TRACY Think Inside the Triangle

REGISTERED PROFESSIONAL ENGINEER
DAN R. SCHACK
No. 32158
Exp. 12–31–20
CIVIL
STATE OF CALIFORNIA

Schack & Company, Inc.
Professional Design Group
1827 Central Avenue, Tracy, California 95376
(209) 835–2178 FAX (209) 835–2179
erin@schackandcompany.com www.schackandcompany.com

JOB NO: 22.016 DATE: 05/02/22

REVISIONS			
SYMBOL	DATE	DESCRIPTION	APPROVED
	09/07/22	PLAN REVIEW CHANGE	DW
	11/29/22	PLAN REVIEW CHANGE	DW
	01/26/23	PLAN REVIEW CHANGE	DW
	02/28/23	PLAN REVIEW CHANGE	DW

DESIGNED BY:	DRAWN BY:	CHECKED BY:	SCALE:
DW	DW	DW	1" = 40'

Byron Estates
2660 W. BYRON RD.
TRACY, CA 95377
APN 238–050–13

DRAWING RELEASE

	DESCRIPTION	DATE
	PRELIMINARY PLANS	05/02/22
	INITIAL PLAN REVIEW	
	ADDITIONAL PLAN REVIEW	
	ADDITIONAL PLAN REVIEW	
	FINAL CONSTRUCTION	

SHEET
1
OF 1 SHEETS

July 2, 2024

Agenda Item 3.C

RECOMMENDATION *COUNCIL REQUEST*

The City Council to discuss and provide direction, by motion, to its delegates on the South San Joaquin County Fire Authority (SSJCFA) Board of Directors whether they should approve, on behalf of the City, SSJCFA's implementation of a surge ambulance in Zone-26, resulting in a City commitment to fund an estimated annual net cost of $412,863 for such service.

EXECUTIVE SUMMARY

On May 15, 2024, South San Joaquin County Fire Authority (SSJCFA) Fire Chief, Randall Bradley, recommended and received direction from the SSJFCA's Board of Directors (Board) to recommend that the delegates of its member agencies recommend to their respective bodies that they approve the SSJCFA providing a surge ambulance in Zone-26 (Surge Ambulance). The SSJCFA anticipates that the total annual operating costs of such ambulatory service would be $1,150,000, of which $479,469 would be recovered through private and public insurance reimbursements (less collection fees). Based on the foregoing estimates, the City of Tracy would have an annual estimated expenditure of Four Hundred and Twelve Thousand and Eight Hundred and Sixty-Three Dollars ($412,863) as its portion of the annual cost, as a member agency of the SSJCFA.

The proposed Surge Ambulance would respond to incidents within Zone-26 pursuant to a subcontract, negotiated by the SSJCFA Fire Chief Bradley, with American Medical Response (AMR). AMR has contractual rights to exclusively provide ambulatory services in Zone-26 (and other areas of South San Joaquin County). As AMR is unable to provide ambulatory services in this zone at peak periods within adequate response times, AMR is amenable to SSJCFA providing the Surge Ambulance.

On June 19, 2024, Mayor Pro Tem Davis motioned, seconded by Councilmember Evans, the City's two delegates to the SSJCFA Board, that the City Manager return with this discussion and action item.

BACKGROUND AND LEGISLATIVE HISTORY

As noted above, the City of Tracy is a member agency of the SSJCFA pursuant to the Joint Powers Agreement (JPA) for the SSJCFA executed on February 20, 2018. The second member of the JPA is Tracy Rural Fire District. Pursuant to the JPA, the City of Tracy, as a member agency, is responsible for a portion of the annual costs of maintenance and operations for fire protection services, fire dispatch services and any associated or ancillary emergency services provided therein. Based on a formula set forth in the JPA, the City's portion of the total costs, currently, is approximately 62.5%, and the remainder is Tracy Rural Fire District's portion. The JPA further provides that the SSJCFA may perform additional or higher-level services pursuant to an agreement between the SSJCFA and the member Agency(ies).

On May 15, 2024, the SSJCFA Board received the attached (Exhibit A) SSJCFA Staff Report regarding the need for a Surge Ambulance to respond to Zone-26 pursuant to a negotiated

subcontract with AMR. On June 12, 2024, the SSJCFA Board received the attached revised staff report (Exhibit B) which included a revised cost estimate for the City's portion reflecting 62.5% of the net cost of the Surge Ambulance for a total of Four Hundred and Twelve Thousand and Eight Hundred and Sixty-Three Dollars ($412,863). This number may increase depending on the number of calls and reimbursements actually received by SSJCFA. At the conclusion of SSJCFA staff presentation, the Board accepted the report and by consensus moved to direct Chief Bradley to implement the Surge Ambulance Program, contingent on the Member Agencies concurrence and funding approval.

ANALYSIS

The May 15 and June 12, 2024, SSJCFA reports include compelling data and anecdotal evidence, such as the number and frequency of lengthy delayed responses and the fact that the closest available responding ambulances are being dispatched from Escalon, Manteca, Ripon, and Stockton, to support the Surge Ambulance Program. The Chief, as required by the JPA, now seeks concurrence and funding approval from the City of Tracy for a Surge Ambulance Program for Zone-26.

Should Council, by motion, approve a funding commitment and direct its delegates to approve the implementation of a Surge Ambulance Program by SSJCFA, the SSJCFA Board will then meet and discuss to whether to direct the Chief to implement the Surge Ambulance program. As identified in the staff report, the Chief would then receive approval to execute a subcontract with AMR, order a permanent Surge Ambulance, lease a temporary Surge Ambulance from AMR, and staff on an overtime basis the Surge Ambulance with firefighter paramedics and Emergency Medical Technician’s (EMT’s). Eventually SSJCFA will hire three paramedics and three EMT’s to staff the ambulance.

Staff would note that, if by motion, this item is approved by the City Council, the City of Tracy will be required to provide its share of additional SSJCFA funding of owning and operating a Surge Ambulance through future budget approval processes, on an ongoing basis, which amount would be in addition to any funding currently provided to the SSJCFA.

FISCAL IMPACT

This is a discussion item with direction to be provided by the City Council to their delegates to the SSJCFA board. Should the Council determine that they will move to instruct their delegates to approve the program and, concurrently direct staff to identify funding, the fiscal impact to the City will be at minimum Four Hundred and Twelve Thousand and Eight Hundred and Sixty-Three Dollars ($412,863). This amount is a minimum because the actual cost is subject to the SSJCFA’s actual recovery of reimbursements, as identified in its staff report from Medi-Cal, Medicare, commercial insurance and private payers. Actual recovery amounts from the sources identified above may vary and the Member Agencies will need to provide any additional funding that may be required to appropriately staff, equip, maintain and train the Surge Ambulance team and equipment. Funding for the City’s share of the program is not included in the Fiscal Year 2024-25 operating budget and would require additional appropriation from General Fund reserves, once the SSJCFA Board approves the program and the Chief seeks to implement it.

PUBLIC OUTREACH/ INTEREST

Public Safety and Emergency response remain a topic of great public interest and discussion. As a public agency the SSJCFA is required to abide by public noticing requirements and appropriately noticed for discussion and discussed the request for a Surge Ambulance in an open public meeting.

COORDINATION

Staff has coordinated and discussed the presentation of this report with SSJCFA Fire Chief Bradley.

CEQA DETERMINATION

Review under the California Environmental Quality Act is not applicable for this report as only the grant of authority to the City Council delegates to the SSJCFA Board is being requested. The SSJCFA would be the implementing agency.

STRATEGIC PLAN

This agenda item relates to Council's Strategic Priorities for Public Safety.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council discuss and provide direction, by motion, to its delegates on the South San Joaquin County Fire Authority (SSJCFA) Board of Directors whether they should approve, on behalf of the City, SSJCFA's implementation of a surge ambulance in Zone-26, resulting in a City commitment to fund an estimated annual net cost of $412,863 for such service.

Prepared by: Arturo M. Sanchez, Assistant City Manager

Reviewed by: Sara Cowell, Director of Finance
Bijal M. Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

Exhibit A - SSJCFA Surge Ambulance Report May 15, 2024
Exhibit B - SSJCFA Surge Ambulance Report June 12, 2024

EXHIBIT A

South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors **MEETING DATE: May 15, 2024**

PREPARED BY: Randall Bradley, Fire Chief
APPROVED BY: Randall Bradley, Fire Chief

ITEM: RECEIVE INFORMATION AND PROVIDE STAFF DIRECTION CONCERNING THE NEED TO PLACE A SURGE AMBULANCE IN SERVICE, AND THE ESTIMATED COST TO PLACE A SURGE AMBULANCE IN SERVICE

RECOMMENDATION

Staff recommends the Board direct staff to provide information to the Tracy City Council and the Tracy Rural Fire District concerning the need to place a surge ambulance in service, the estimated costs to place a surge ambulance in service, and to recommend that both agencies approve the estimated expenditures for FY 2024/25.

BACKGROUND

South San Joaquin County Fire Authority's (SSJCFA) jurisdictional area is within Ambulance Response Zone X-26. Zone X-26 also includes Mountain House and areas of the south county that are not protected by a fire district. Zone X-26 is a subzone of an exclusive operating area that includes Stockton, Lodi and all unincorporated areas of northern and central San Joaquin County. American Medical Response West has the exclusive contract to provide ambulance services for Zone X, including subzone X-26.

During the past year, ambulance availability and response times have become a significant public safety concern in Zone X-26. For example:

- On-scene ALS engine and truck companies experience significant ambulance delays on a daily basis, with the closest available ambulances often responding from Manteca, Stockton, Ripon and Escalon.

- Manteca District Ambulances respond to medical emergencies in Zone X-26 up to 50 times each month.

- On Saturday, January 27, 2024, SSJCFA Engine 91 responded to a 3-year-old that was unconscious. After performing the ALS initial assessment, SSJCFA's Captain was advised by Stockton Dispatch that the closest available ambulance was a Manteca District Ambulance coming from Old Harland Road and J Street in Lathrop, an approximate 20

minutes from the patient location. The child's father was distraught and, against medical advice, he decided to transport his daughter to the hospital in his private vehicle.

- AMR is placing more basic life support (BLS) ambulances in service. BLS ambulances are staffed with two Emergency Medical Technicians. Their ambulance carries no ALS equipment. When a BLS ambulance responds to a call and the firefighter paramedics determine the patient requires ALS care, they are required to maintain patient care and ride into the hospital with the BLS ambulance. The SSJCFA engine or truck company is required to be placed out-of-service until the paramedic returns.

- On Easter morning, SSJCFA Battalion 9, Engine 95, Engine 97, and Truck 91 responded to a head-on vehicle accident on I-580 near Corral Hollow Road. There were two critical patients (2-month-old and his mother) that required transport to the trauma center. The mother had to wait for an ambulance to respond from Manteca. The mother and the toddler, both died from their injuries.

- On Sunday, April 21, 2024, SSJCFA Battalion 9, Engine 96, Engine 92, and Truck 91 responded to a single vehicle accident at the intersection of Holly and Laguna. There were two critical patients and one delayed patient. The two critical patients both died from their injuries. The initial ambulance on scene ordered additional ambulances through their dispatch center. The only available ambulances were Manteca District Ambulance from Lathrop and Manteca. SSJCFA would wait over 19 minutes for the second ambulance to arrive.

- On Tuesday, May 7, 2024, SSJCFA Engine 97 was dispatched to a private residence for a patient with shortness of breath. The SSJCFA personnel arrived on scene and performed an ALS assessment. They initiated ALS care including an IV, 12-lead ECG, and CPAP. SSJCFA Engine 97s Captain requested an expected time of arrival for the ambulance and were advised the closest ambulance was coming from Interstate 5 and Louise Ave. SSJCFA would wait over 31 minutes for their ambulance to arrive.

The following are the published ambulance response time performance indicators from January 2023 through February 2024 for Zone- X-26.

Month/Year	Number of Red Light and Siren Responses	Number of Delayed Responses	Percent Compliant Before Exemptions
Jan. 2023	**514**	**100**	**80.54%**
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Staff has analyzed ambulance response times within Zone X-26, and the data reveals a continued trend of extended waiting periods for ambulance services. The 90-percentile interval monthly response times have increased from a low in 2022 of 7:20 to a high in October 2023 of 12:28. While average response times have increased moderately, the substantial increase in the 90 percentile response times indicates that when ambulances are delayed, the delay is significant. There is also a direct correlation between 90 percentile performance and the number of monthly exemptions the EMS Agency is granting to the contract ambulance provider (exemptions are primarily for APOT). The total number of monthly exemptions have increased from 529 in March 2023 to a high of 1,089 in October 2023.

DISCUSSION

A shortage of paramedics and ambulance patient offload time (APOT) delays at hospitals appear to be the primary factors for the increase in ambulance response times. SSJCFA personnel recently met with Brian Hajik, American Medical Response ("AMR") District Manager, who indicated that recruiting and retaining paramedics will continue to be a challenge. SSJCFA is confident that the APOT issue will not be solved in the near future. AMR has placed additional Basic Life Support (BLS) ambulances into the EMS system which has helped somewhat, but their introduction has also created negative, second-order effects. On Advanced Life Support (ALS) calls, firefighter paramedics are often required ride into hospitals with BLS ambulances to ensure proper patient treatment and care, which results in the firefighter paramedics' engine and truck companies being taken out of service for prolonged periods of time.

Other factors contribute to the long ambulance response times in SSJCFA's area and Zone X-26. Tracy is in a unique geographical EMS area; located on the periphery of the County of San Joaquin, not being contiguous with other AMR EOA sub-zones. Tracy is also located 17 miles from a trauma center and 23 miles from a cardiac hospital, which creates significant challenges to providing efficient ambulance services. Those challenges are further exacerbated by the greater demand for services in Zones X-24 and X-25. After completing transports to the trauma center or cardiac hospital, ambulances often cannot return to their posting locations in Zone X-26 because they are then the closest available ambulance to calls in Zones X-24 and X-25 and are dispatched accordingly.

AMR Subcontract
To place a surge ambulance in service, staff has negotiated a sub-contract with AMR and will return to the Board for contract approval. The subcontract would allow SSJCFA to place an ambulance in service through May 2026. Staff has worked with AMR to develop the following criterion (rules of engagement) concerning when the surge ambulance would be utilized:

Subcontractor

1. Subcontractor may furnish standby coverage at emergency law enforcement or fire incidents within Zone X-26 at the request of the on-scene public safety agency Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to emergency personnel or to the general public, separate to this agreement.
2. Subcontractor shall not self-assign and only respond at the direction of Valley Regional Emergency Communication Center (VRECC-AMR Dispatch).
3. Subcontractor may be requested to "Echo" level responses outside Subcontractors jurisdictional boundaries as a closest unit through VRECC.
4. Following delivery of patient(s) to the appropriate receiving hospital, Subcontractor's ambulance will return to Zone X-26 before notifying VRECC that is available to respond to emergency calls.

Surge Ambulance Ordering

1. VRECC shall dispatch Subcontractor under the following circumstances:
    a. Response time by AMR or Automatic Aid agency exceeds contractual response time standard by two (2) minutes or greater, and
    b. Subcontractor ambulance is the closest non-AMR ambulance, and
    c. Delta or Echo level response determinate
2. Subcontractor may, but is not required to, respond to calls within zone X-26 upon request by AMR through VRECC.

Ambulance
AMR has agreed to lease an ambulance to SSJCFA for $1,000 per month.

Ambulance Staffing
Initially (up to 90 days), the surge ambulance will be staffed by firefighter paramedics and EMTs on overtime. Staff will recommend, by resolution, the creation of a new non-safety Paramedic classification and the creation of a new non-safety Emergency Medical Technician. Three Paramedics and three Emergency Medical Technicians would be hired to staff the ambulance. Each crew would work a 48-hour workweek, and the seventh shift of each week would be covered with overtime or part-time employees. A salary survey was completed that established the pay schedule for each classification.

Staff will also recommend, by resolution, amending the Master Salary Schedule to reflect the proposed salary range; the Position Control Roster to include three Paramedics and three Emergency Medical Technicians; and The Unrepresented Pay and Benefit Plan to reflect the new positions.

FISCAL IMPACTS

The information below provides the estimated cost to staff and operate an Ambulance annually. SSJCFA can absorb the cost for the remainder FY 2023/24 due to savings from retirements and

unfilled FTEs.

Annual Operations Cost

Personnel	$1,100,000
Fuel and Maintenance	$20,000
Additional Insurance	$20,000
Medical Supplies	$10,000
Total Operating	$1,150,000

Estimated Cost Recovery Estimates (Based on 500 annual transports)

Reimbursement	**Percent**	**Rate**	**Number of Calls**	**Total**
Medi-Cal (36%)	36%	$744	252	$133,952
Medicare (37%)	37%	$581	259	$107,485
Commercial Insurance (15%)	15%	$3,260	105	$244,489
Private Pay (12%)	12%	$204	84	$12,224
Total Reimbursement				**$498,150**
Billing Collection Fee	-3.75%			$18,681
Reimbursement Minus Fees				$479,469

Estimated Program Annual Cost Est. FY 2024/25

Annual Operating Cost	$1,150,000
Cost Recovery Estimate	$479,469
Estimated Program Cost	$670,581

Cost recovery estimates are based on the estimated number of calls, allowable charges for services, and the estimated reimbursements from Medi-Cal, Medicare, commercial insurance and private pay. Estimated calls for services are based upon the number of times AMR has not been able to meet response times (1,292). Approximately 65% of responses result in transports (840). To be conservative, staff estimated that SSJCFA would respond and transport about 60% of the time when an AMR ambulance has delays that would result in transports (500). Cost recovery is estimated based on the best information available. If AMR ambulance availability increases, cost recovery will decrease.

Member Agency Estimated Costs

Estimated Program Costs	$670,581
Tracy Rural Fire District (37.5%)	$251,467
City of Tracy (62.5%)	$419,113

South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: **Board of Directors** **MEETING DATE:** **June 12, 2024**

PREPARED BY: **Randall Bradley, Fire Chief**
APPROVED BY: **Randall Bradley, Fire Chief**

ITEM: RECEIVE INFORMATION AND PROVIDE STAFF DIRECTION CONCERNING THE NEED TO PLACE A SURGE AMBULANCE IN SERVICE, AND THE ESTIMATED COST TO PLACE A SURGE AMBULANCE IN SERVICE

RECOMMENDATION

Staff recommends the Board direct staff to provide information to the Tracy City Council and the Tracy Rural Fire District concerning the need to place a surge ambulance in service, the estimated costs to place a surge ambulance in service, and to recommend that both agencies approve the estimated expenditures for FY 2024/25.

BACKGROUND

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If the program expenditures are approved by the member agencies, staff will return to the board to request a budget adjustment, and to amend; the Master Salary Schedule to reflect the proposed salary range; the Position Control Roster to include three Paramedics and three Emergency Medical Technicians; and The Unrepresented Pay and Benefit Plan to reflect the new positions.

FISCAL IMPACTS

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Member Agency Estimated Costs

Estimated Program Costs	$660,581
Tracy Rural Fire District (37.5%)	$247,717
City of Tracy (62.5%)	$412,863

July 2, 2024

Agenda Item 3.D

RECOMMENDATION

Staff recommends that the City Council receive an informational update on the Economic Development Division's efforts to implement strategic goals and priorities related to the adopted Economic Development Strategic Plan.

EXECUTIVE SUMMARY

This informational update summarizes the Economic Development Division's efforts to implement the strategic goals and priorities identified in the City Council Strategic Priorities: Fiscal Years 2023-2024 and 2024 and 2025 and the Ten-Year Economic Development Strategic Plan.

BACKGROUND AND LEGISLATIVE HISTORY

The Economic Development business units work collaboratively to strategically improve the community's quality of life and raise economic development service levels throughout the City by implementing the recommendations, goals, and actions identified in the following guiding documents.

1. City Council Strategic Priorities: Fiscal Years 2023-2024 and 2024-2025 (Strategic Priorities)

   The City Council identified economic development as one of the strategic priorities for enhancing the City's competitiveness and further developing a strong and diverse economic base by implementing the goals listed below.

   - Support business attraction and retention activities.
   - Support policies and funding to enhance and expedite the development of multimodal transportation systems, including rail, transit, and airport projects.
   - Advance Downtown Specific Plan, including provisions for a Transit-Oriented Development (TOD) Plan.
   - Attract businesses and jobs that meet the needs and desires of the community.
   - Develop policies to target innovation industry jobs.
   - Pursue smart growth strategies.

2. Ten-Year Economic Development Strategic Plan (EDSP)

   Adopted in September 2023, the Economic Development Strategic Plan outlines four key initiatives to implement these priorities, with goals and actions to improve Tracy's economic vitality and quality of life.

   - Organizational Capacity: Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration.

   - Diverse and Resilient Economy: Foster resilience through strategies that encourage economic inclusion and diversification.

- Real Estate Development: Encourage investment in “catalytic” opportunity areas through targeted infrastructure investments that build on Tracy’s competitive strengths.

- Quality of Life and Place: Encourage quality of life and place improvements through placemaking enhancements and cultural amenities.

DISCUSSION

The Economic Development Division is comprised of three business units:

- Economic Development: This unit seeks to promote and pursue commercial, industrial, and office development within the City to create a diversified and sustainable economic base for the community. The unit supports existing businesses through business attraction, retention, and expansion efforts, encourages new investments through marketing and outreach, assists in creating quality jobs, and promotes opportunities for business and development.

- Real Property: This unit supports acquiring, disposing, and leasing City-owned real property. It encourages investment in catalytic opportunity areas by identifying and optimizing underperforming, underdeveloped, and underutilized properties that need development, redevelopment, and asset maximization.

- Community Development Block Grant (CDBG) & Home Investment Partnership (HOME) Program Administration: These federal housing grants funded by the U.S. Department of Housing and Urban Development (HUD) are integral to our City's development by providing a benefit to residents through the following CDBG local funding priorities:

    - Food distribution services
    - Homelessness prevention, intervention, and transitional housing services
    - Senior and special needs services
    - Domestic violence services
    - Youth education and enrichment services
    - Public parks and facilities
    - Removal of architectural barriers, e.g., ADA

    The HOME Program funds various activities, including supporting public safety, health, and welfare issues, rehabilitating low-income residential properties, and partnering to construct income-restricted family and senior housing.

CDBG and HOME Updates

Items Accomplished:

- Award of FY2023-24 CDBG and HOME funds to local and regional non-profit organizations for public services and capital projects.
- Issued FY2024-2025 CDBG and HOME Notice of Funding Availability (NOFA), making available an estimated $506,211 in grant funding supporting local funding priorities.

- Conducted FY2024-2025 CDBG and HOME Training Workshop for potential applicants from local and regional non-profit organizations.
- Managed the CDBG and HOME grant application solicitation resulting in 17 grant applications, representing an 89% increase from the prior funding year due to enhanced marketing, outreach, and engagement efforts.

Items Underway:

- Development and release of a CDBG and HOME community survey gauging alternative local funding priorities for City Council consideration.
- FY2024-25 CDBG and HOME program delivery, administration, and sub-recipient assistance to local and regional non-profit organizations for public services and capital projects.
- Program delivery and administration for FY2025-26 CDBG and HOME funding cycle.
- Tracy Senior Apartment Project loan agreement with San Joaquin County Housing Authority.

Items Pending:

- Analysis of becoming a CDBG and HOME entitlement city receiving direct funding from HUD to increase funding amounts or remaining a sub-recipient of San Joaquin County.

In FY 2023-24, the City's economic development division focused on the City's Strategic Priorities and principles outlined in the EDSP. Substantial areas of emphasis included attracting commercial retail amenities and putting resources back into the hands of small businesses. Additional areas of focus and EDSP updates include:

Economic Development Strategic Plan Update

1. Organizational Capacity: Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration.

   Items Accomplished:

   - Completed a resource and capacity analysis to prepare a plan for the Economic Development Division's organizational growth, modeling good governance, transparency, and improving service levels to the public.
   - Recruitment of 1 Economic Development Manager, increasing organizational capacity, improving service levels to the public, and furthering a high-performing and inclusive workforce.
   - Recruitment of 2 Economic Development Analysts, increasing organizational capacity, improving public service levels, and furthering a high-performing and inclusive workforce.
   - Hired a Real Property Agent to increase organizational capacity, improve public service levels, and further a high-performing and inclusive workforce.
   - Engagement with local and regional partners through regularly occurring business meetings and networking events to ensure and enhance collaboration

and key strategic partnerships in business attraction, retention and expansion, and workforce development.

Items Underway:

- Implement a customer relationship management software system to manage service requests and customer interactions to establish key performance indicators.

Items Pending:

- Increase capacity to deliver economic development services within Tracy.
- Increase workforce development capacity in collaboration with regional partners to support business growth and expansion.

2. Diverse and Resilient Economy: Foster resilience through strategies that encourage economic inclusion and diversification.

Items Accomplished:

- Adoption of the City's 10-year Economic Development Strategic Plan, which serves as a framework and roadmap for expanding retail offerings, attracting emerging industries such as advanced manufacturing and technology, expanding healthcare and community services, and promoting efforts supporting small businesses through incentives and resources.
- Attraction of Heirloom Carbon Technologies contributing to an ecosystem of innovation, entrepreneurship, and investment with the nation's first commercial carbon removal facility, fully powered by renewable energy, advancing sustainability and clean and green technology.
- Performance of site selection services and business visits, expanding economic development, business attraction, retention, and expansion efforts.
- Conducted the 2023 Restaurant & Retail Survey, which received 908 responses. This survey gathered feedback on the community's dining, shopping, and entertainment preferences while enhancing community outreach and engagement with all Tracy residents.
- Attended the International Commercial Shopping Center (ICSC) conference to build and maintain relationships with real estate and development professionals, raise the City's profile through marketing efforts with newly created marketing collateral, and highlight available properties and opportunities located in the City to encourage retail development and the attraction of a specialty grocery store.

Items Underway:

- Develop and implement a small business welcome program offering information on available business resources to support business attraction, retention, and expansion activities.
- Meet with local businesses, internal departments, and divisions to determine barriers to successfully opening a business in Tracy and develop a business resource guide incorporating a streamlined process.

- Develop and implement the Tracy Retail Attraction Plan to attract retail amenities to the City.
- Establish an economic development incentive pilot program to encourage private investment, retain and expand existing businesses, and support small business growth throughout the City.
- Attend local and national conferences to raise the City's profile, perform business attraction, retention and expansion, and market opportunity sites.

Items Pending:

- Reignite conversations with healthcare providers and stakeholders in northern California to expand healthcare services and workplace opportunities in Tracy.
- Leverage the City's "Inside the Triangle" brand to expand regional and national awareness of Tracy's value proposition.
- Encourage policies that enable entrepreneurship and innovation among small businesses in Tracy.

3. Real Estate Development: Encourage investment in "catalytic" opportunity areas through targeted infrastructure investments that build on Tracy's competitive strengths.

Items Accomplished:

- Added a Real Property business unit within the Economic Development Division to manage, maintain, and update surplus land parcels and property management records of real property owned by the City.
- Engagement with a retail subject matter expert to prepare a retail market analysis and recruitment strategy, including an assessment of the West Vally Mall and enhanced marketing efforts to support retail attraction.

Items Underway:

- Identify and assess vacant City-owned property to recommend reuse, restoration, or surplus.
- Identify underperforming, underdeveloped, and underutilized properties needing repurposing, redevelopment, or revitalization to encourage private development.
- Assessment of the West Valley Mall to explore revitalization opportunities to increase customer traffic, retail options, and entertainment experiences.

Items Pending:

- Optimize underperforming, underdeveloped, and underutilized properties needing development/redevelopment.
- Ensure City capital improvement projects have a high impact on the local economy by incorporating Smart City infrastructure.

4. Quality of Life and Place: Encourage quality of life and place improvements through placemaking enhancements and cultural amenities.

Items Accomplished:

- Awarded a $99,000 grant promoting tourism from San Joaquin County to fund the Discover Tracy marketing campaign consisting of branded banners, promotional videos, billboards, magazine, and airport advertisements, and targeted social media posts attracting visitors to Tracy that increase tax revenues, ensuring the short- and long-term fiscal health of the City. The campaign was in partnership with the Tracy Chamber of Commerce and the Tracy City Center Association.
- Received seven applications for downtown parklets, contributing to the resiliency of local businesses and supporting business attraction, retention, and expansion.

Items Underway:

- Expenditure of ARPA grant funding to support restaurants by installing downtown parklets.

Items Pending:

- Improve the aesthetic appearance of Tracy's main entrances by commissioning a gateway master improvement plan.
- Strengthen Tracy's tourism by continuing to promote the arts, music, festivals, and sports and leisure activities.

FISCAL IMPACT

This is an informational update with no fiscal impact on the current operating budget.

STRATEGIC PLAN

This item supports City Council Strategic Priorities: Fiscal Years 2023-2024 and 2024 and 2025: Economic Development; and the strategies identified in the Ten-Year Economic Development Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive this informational update on economic development efforts to implement strategic goals and priorities related to the adopted Economic Development Strategic Plan.

Prepared by: Jorge T. Barrera, J.D., Economic Development Manager

Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Economic Development Update PowerPoint
Attachment B – Retail Brochure
Attachment C – Retail Opportunity Sites

Attachment A

Economic Development Update

July 2, 2024

Division Business Units

- Economic Development
- Real Property
- Community Development Block Grant (CDBG) & Home Investment Partnership Program (HOME)

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Meet the Team



JORGE T. BARRERA, J.D.
ECONOMIC DEVELOPMENT MANAGER



JOSEPH VIORGE-KOIDE
ECONOMIC DEVELOPMENT ANALYST



AMERICA FOY
REAL PROPERTY AGENT

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Economic Development



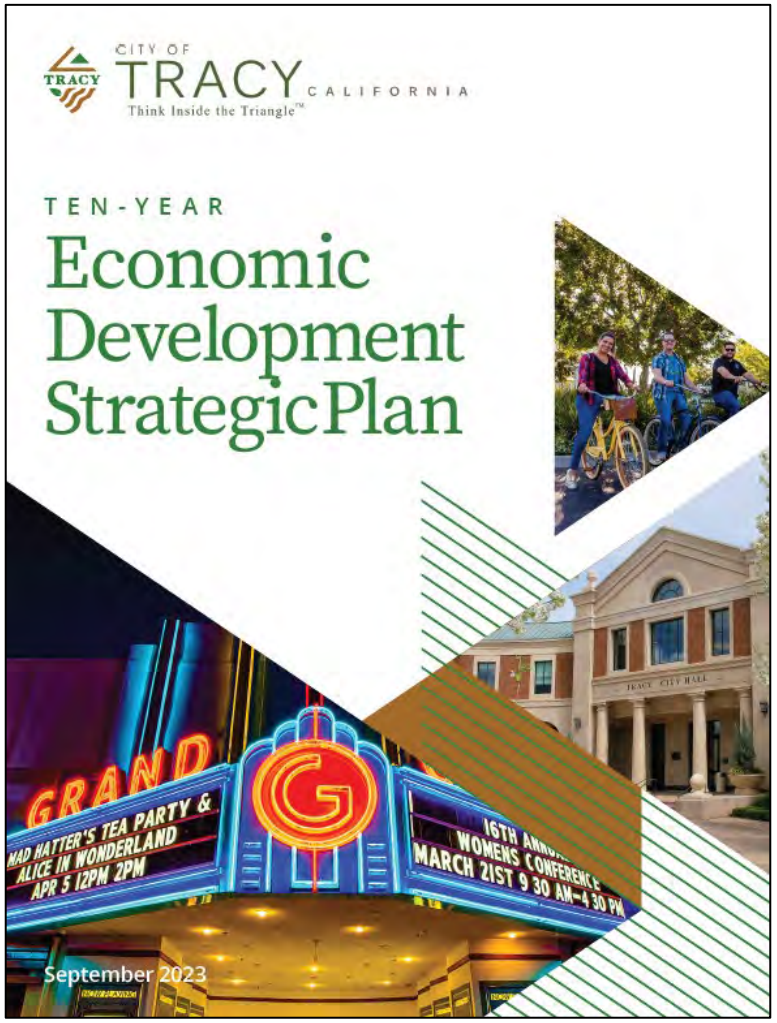
Economic Development Program Areas

▪ Division Administration	▪ CDBG
▪ Tourism	▪ HOME
▪ Downtown	▪ Partner Engagement
▪ Business Retention & Expansion	▪ Conferences & Events
▪ Marketing & Business Attraction	▪ Finance, Incentives, & Grants
▪ ED Strategic Plan	▪ Technology
▪ Healthcare	▪ Education
▪ Advanced Manufacturing	▪ Real Estate and Development
▪ Entrepreneurship & Innovation	▪ Sustainability
▪ Professional Services	▪ Transportation
▪ Social Equity	▪ Housing
▪ Business Resiliency	▪ Foreign Investment and Trade
▪ Quality of Life	▪ Workforce Development

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A Vision for Economic Development



KEY STRATEGIES

- Organizational Capacity
- Diverse & Resilient Economy
- Real Estate Development
- Quality of Life & Place

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Target Clusters

- **Community**
  - Healthcare Services
  - Educational Services and R&D
- **Advanced Manufacturing**
  - Semiconductors
  - Electric Vehicle Components
- **Technology**
  - Computer Systems Design
  - Data Processing
  - Related Services
- **Professional Services**
  - Insurance Services
  - Architectural & Engineering Services
  - Management, Scientific, & Tech Consulting

Short Term Priorities

Division Administration
- General Administration
- Capacity Building
- Program Development

Business Retention & Expansion
- Program Development & Implementation

Attraction
- Webpage Enhancements – Site Selection

Marketing
- Workforce Development
- ED Website Improvements

Workforce Development
- Program Awareness

Healthcare
- Industry Engagement

Downtown
- Main Street Program

Quality of Life
- Branding, Landscaping, Signage, & Wayfinding

Social Equity
- Neighborhood Disparities Assessment

Organizational Capacity

Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration



GOAL 1 Increase capacity to deliver economic development services within Tracy.

GOAL 2 Increase workforce development capacity in collaboration with regional partners to support business growth and expansion.

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Organizational Capacity

Accomplished:

- Resource and Capacity Analysis
- State, Local and Regional Partnerships
- Key Recruitments
  - Economic Development Manager
  - Economic Development Analysts I/II
  - Real Property Agent



Underway:

- Program Development
- Recruitments
- Customer Relationship Management (CRM) Software

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State, Regional & Local Partners













SAN JOAQUIN PARTNERSHIP















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Diverse & Resilient Economy

Foster resilience through strategies which encourage economic inclusion and diversification



GOAL 1 Reignite conversations with healthcare providers and stakeholders in Northern CA to expand healthcare services and workforce opportunities in Tracy.

GOAL 2 Leverage the City's "Inside the Triangle" brand to expand regional and national awareness of Tracy's value proposition.

GOAL 3 Encourage policies which enable entrepreneurship and innovation among small businesses in Tracy.

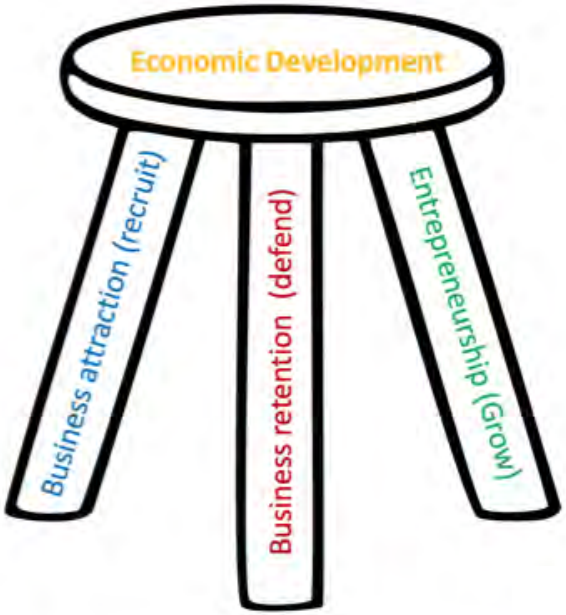
Retail Attraction & Business Retention and Expansion

Accomplished:

- Strategic Plan Adoption
- Restaurant & Retail Survey
- Retail Attraction
  - Event Attendance
    - International Commercial Shopping Center (ICSC) Conference
    - Marketing Collateral
- Networking Events
- Increased Service Levels
  - Customer Requests
  - Site Selection Services
  - Business Visits

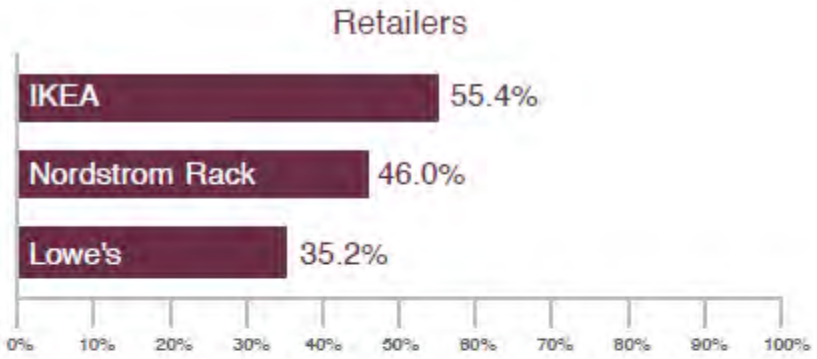
Underway:

- Small Business Welcome Program
- Business Resource Guide
- Tracy Retail Attraction Plan
- Incentive Pilot Program

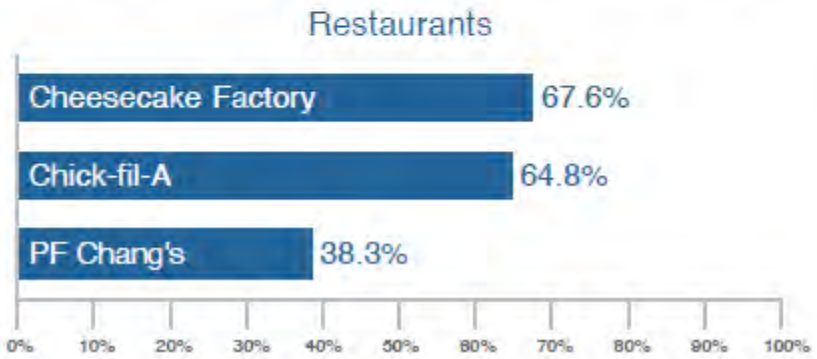


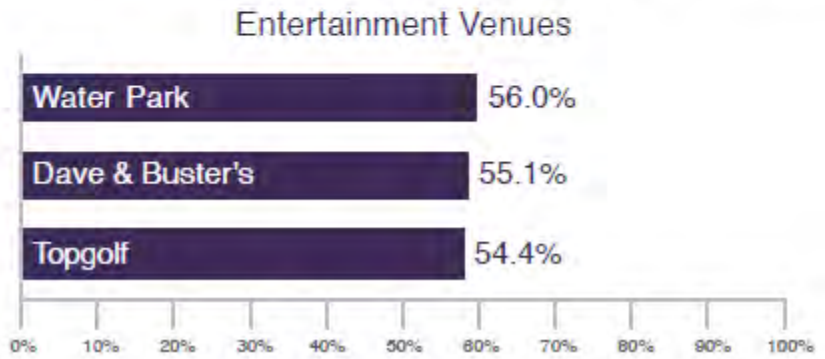
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Retail & Restaurant Survey









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International Council of Shopping Centers (ICSC)



- Global Trade Association
- Tracy's Competitive Advantage
- Market Trade Area Information
- Marketing Collateral
- Strategic & Intentional Approach
- Attraction, Retention & Expansion
- Opportunity Sites
- Industry Engagement
  - Investors
  - Retail Developers
  - Site Selectors
  - Brokers
  - Businesses
  - Property Owners

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Tracy Retail Attraction Action Plan



- Retail Industry Conferences
- Retail Market Analysis
- Retail Recruitment Strategy
- Marketing & Recruitment Process

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Incentive Pilot Programs

- **Retail, Office, and Industrial**
  - Hospitality
  - Entertainment
  - Recreational Uses
  - Advanced Technologies



- **Revitalization Enhancement Assistance**
  - Matching Grant
  - Interior and Exterior Improvements

- **Revolving Loan Fund**
  - Equipment and Working Capital

Under Construction







- La Quinta Hotel
- Townplace Suites by Marriott
- BJ's Restaurant

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Real Estate & Development

Encourage investment in "catalytic" opportunity areas through targeted infrastructure investments which build on Tracy's competitive strengths



GOAL 1 Optimize underperforming, underdeveloped, and underutilized properties in need of development/redevelopment.

GOAL 2 Ensure city capital improvement projects have a high impact on the local economy by incorporating Smart City infrastructure elements.

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Real Estate & Development

Accomplished:

- Added Real Property Business Unit
- Hired Real Property Agent
- Westside Market
  - CA Housing & Community Development (HCD) Review
  - Approved Surplus Land Act Close-Out

Underway:

- Policies and Procedures
- City Owned Property List
- Property Database
- Lease Review
- Westside Market Disposition

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Real Property

- Encourage Development
- Opportunity Sites
- Barriers to Development
- Asset Maximization
- Acquisition
- Disposition
- Leases





Quality of Life & Place

Encourage quality of life and place improvements through placemaking enhancements and cultural amenities



GOAL 1 Improve the aesthetic appearance of Tracy's main entrances by commissioning a gateway master improvements plan.

GOAL 2 Strengthen Tracy's tourism by continuing to promote the arts, music, festivals, and sports and leisure activities.

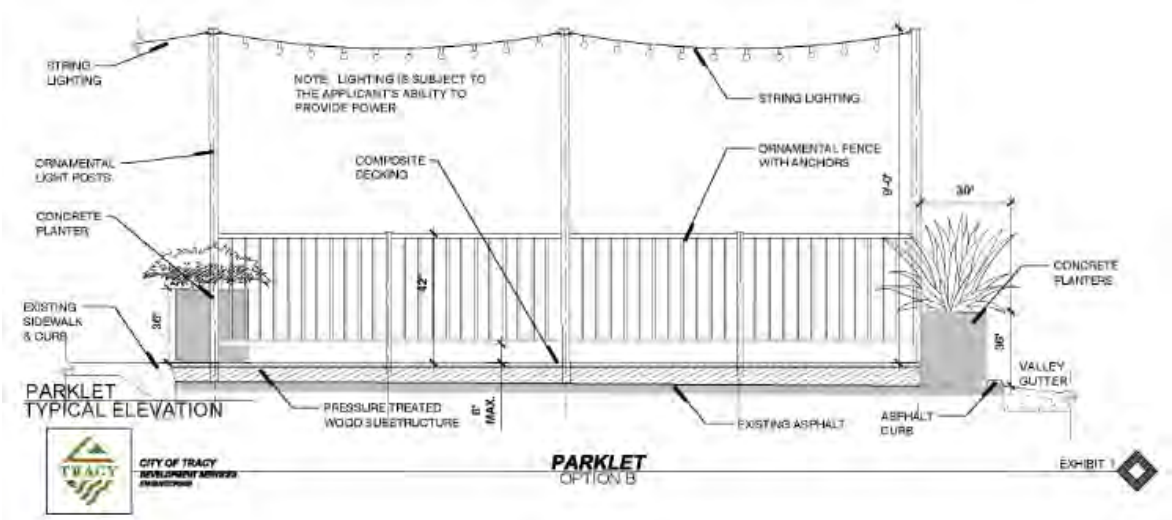
Quality of Life & Place

Accomplished:

- Discovery Tracy Marketing Campaign
- Downtown Parklet Grant Program

Underway:

- Downtown Parklet Installation



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Discover Tracy Tourism Campaign

- **San Joaquin County Tourism Grant: $99,000**

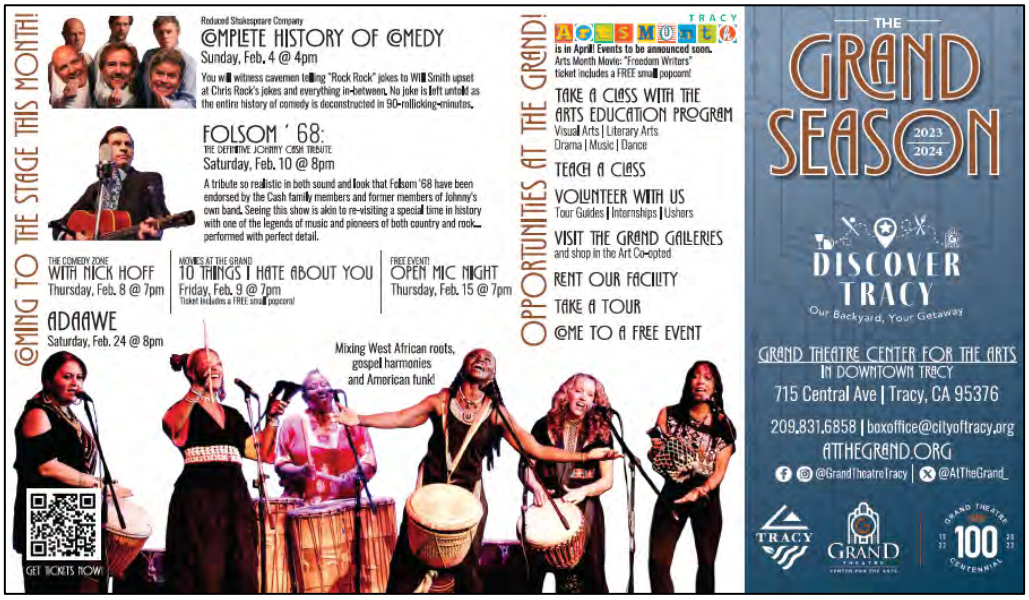
- **Strategic Partners**
  - Tracy City Center Association (TCCA)
  - Tracy Chamber of Commerce
  - The Grand

- **Economic Benefit**
  - Attract visitors
  - Raise city profile
  - Increase revenue e.g., sales tax, transient-occupancy tax, etc.

- **Grant Projects**
  - Downtown banners
  - Hotel rack cards
  - Social media campaigns
  - Promotional videos, billboard, magazine, and airport advertisements

Discover Tracy Tourism Campaign







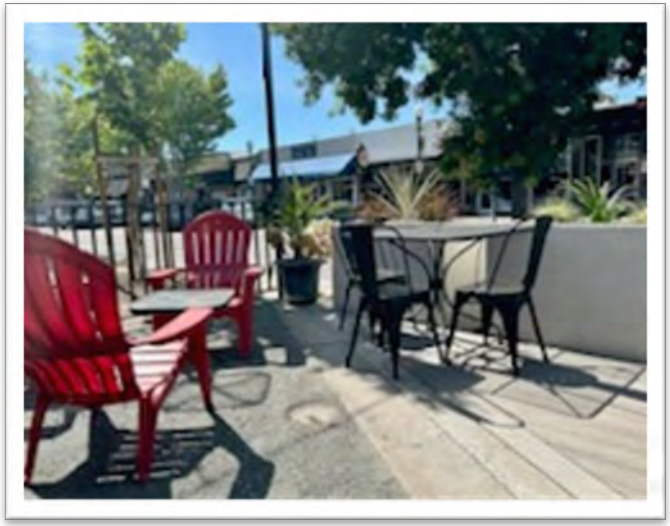


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Downtown Parklets









Federal Housing Programs

Community Development Block Grant Program (CDBG)



- Benefit low and moderate-income individuals
- Support local funding priorities
  - Food distribution services
  - Homeless prevention, intervention, and transitional housing
  - Senior and special needs services
  - Domestic violence services
  - Youth education and enrichment services
  - Public parks and facilities
  - Removal of architectural barriers, e.g., ADA

Home Investment Partnership Program (HOME)

- Address public safety, health, and welfare issues
- Rehabilitating residential properties occupied by low-income individuals
- Partnering to construct income-restricted family and senior housing

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CDBG & HOME

Accomplished:

- Award of FY2023-24 Grant Funds
- FY2024-25 Notice of Funding Availability - $527,994
  - Conducted Training Workshop
  - Managed Solicitation Process
  - Award of Grant Funds
- HACSJ Tracy Senior Living Project Commitment Letter

Underway:

- Funding Priorities Community Survey
- FY2024-25 Program Administration
- FY2025-26 Funding Cycle Administration
- Tracy Senior Living Project Loan Agreement

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FY2024-25 CDBG Grantees

- SJ Fair Housing
- SJ County Food Services Pool
- Tracy Interfaith Ministries
- Prevail
- Boys and Girls Club of Tracy
- Tracy Community Connections Center
- Community Partnership SJ
- McHenry House Tracy Family Shelter
- Gospel Center Rescue Mission
- City of Tracy
- Good Shepherd Community Church of Tracy



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FY2024-25 HOME Grantee
San Joaquin County Housing Authority

Tracy Senior Living Project





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Visit ThinkInsideTheTriangle.com to learn more about services the Economic Development Division offers.

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Contact us for more information:

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Tracy, CA 95376

209.831.6439

econdev@cityoftracy.org

www.thinkinsidethetriangle.com

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Attachment B

RETAIL OPPORTUNITIES

Tracy, California



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Join our vibrant community and tap into a thriving retail market. With a prime location adjacent to the greater San Francisco Bay Area and a supportive local economy, Tracy offers the perfect environment for your retail venture to flourish. Discover why Tracy is the ideal destination for your business.

In Tracy, our Strategic Plan prioritizes the attraction and growth of new retail development. We believe in the power of a diverse retail landscape and pro-business environment with active support and encouragement from our elected officials and community.

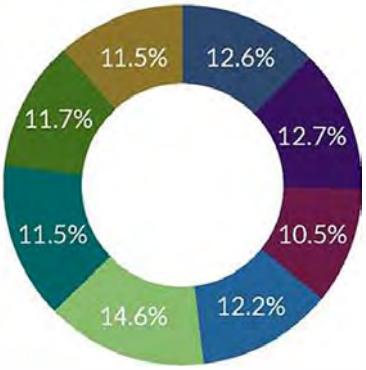
Tracy's growing population creates a promising future of retail and development growth opportunity.

Contact a member of our Economic Development team for assistance with your next project.

RETAIL TRADE AREA* SNAPSHOT

Discover why Tracy is the ideal retail trade area for your business.

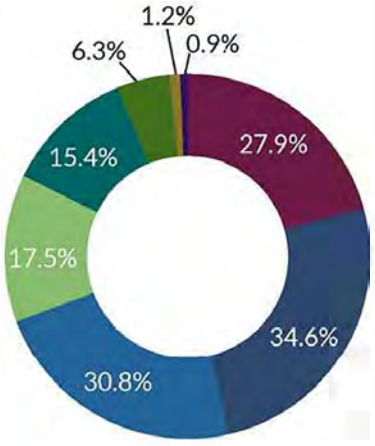
AGE



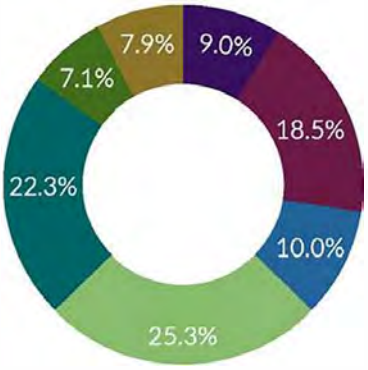
- 0 - 9 Years
- 10 - 17 Years
- 18 - 24 Years
- 25 - 34 Years
- 35 - 44 Years
- 45 - 54 Years
- 55 - 64 Years
- 65 and Older

RACE DISTRIBUTION

- White
- Hispanic
- Asian
- Other Race
- Two or More Races
- Black/African American
- American Indian/Alaskan
- Native Hawaiian/Islander



EDUCATIONAL ATTAINMENT



- Graduate or Professional Degree
- Bachelors Degree
- Associate Degree
- Some College
- High School Graduate (or GED)
- Some High School, No Degree
- Less than 9th Grade

**Demographics data and information is based on retail trade area boundaries. Retail trade areas are the geographic areas that generate measurable amounts of retail sales. These areas generally exceed City limits.*

Population
2024: **136,107**
2029: **146,104**

Households
39,191

Avg. Household Income
$162,474

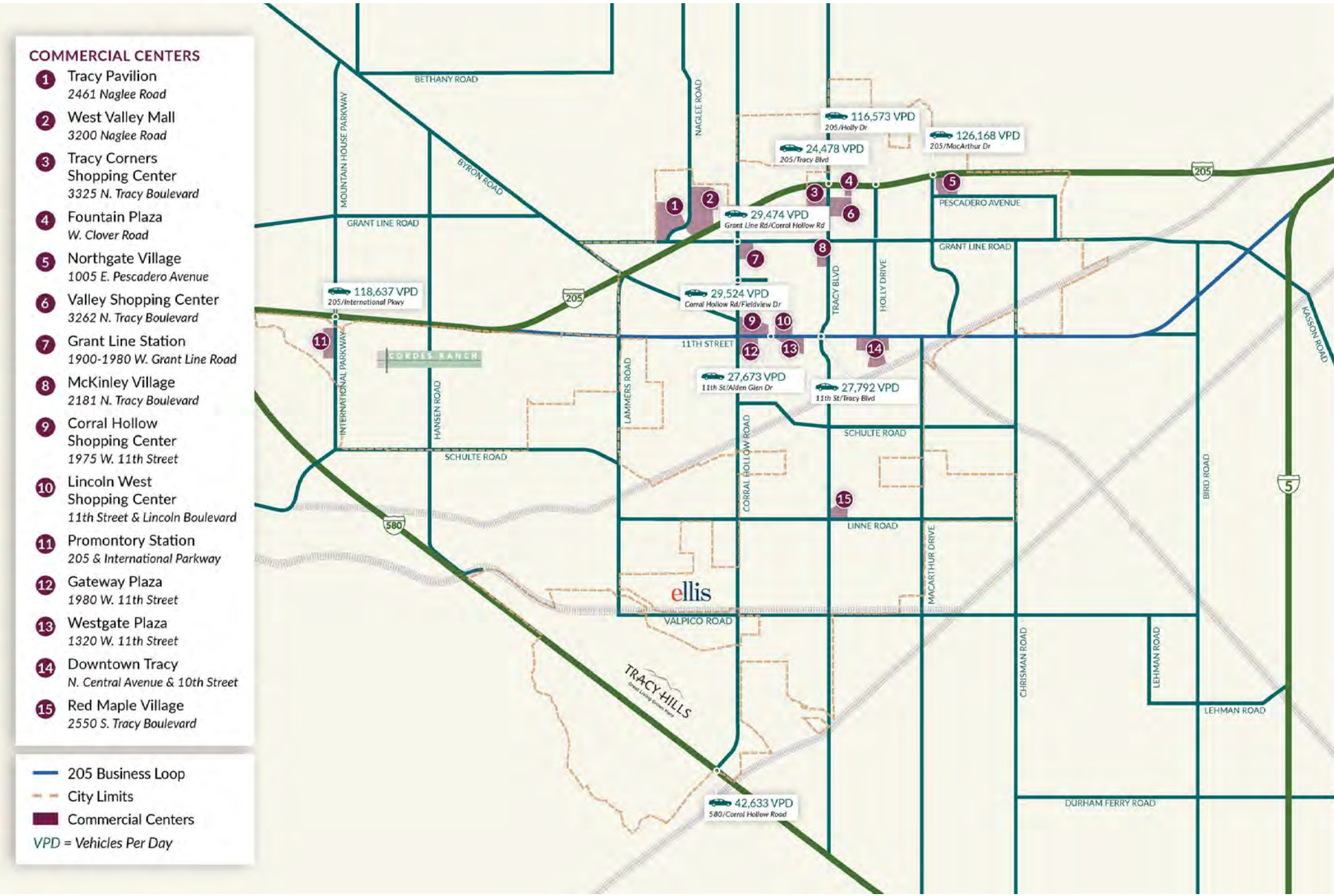
Median Age
34.0

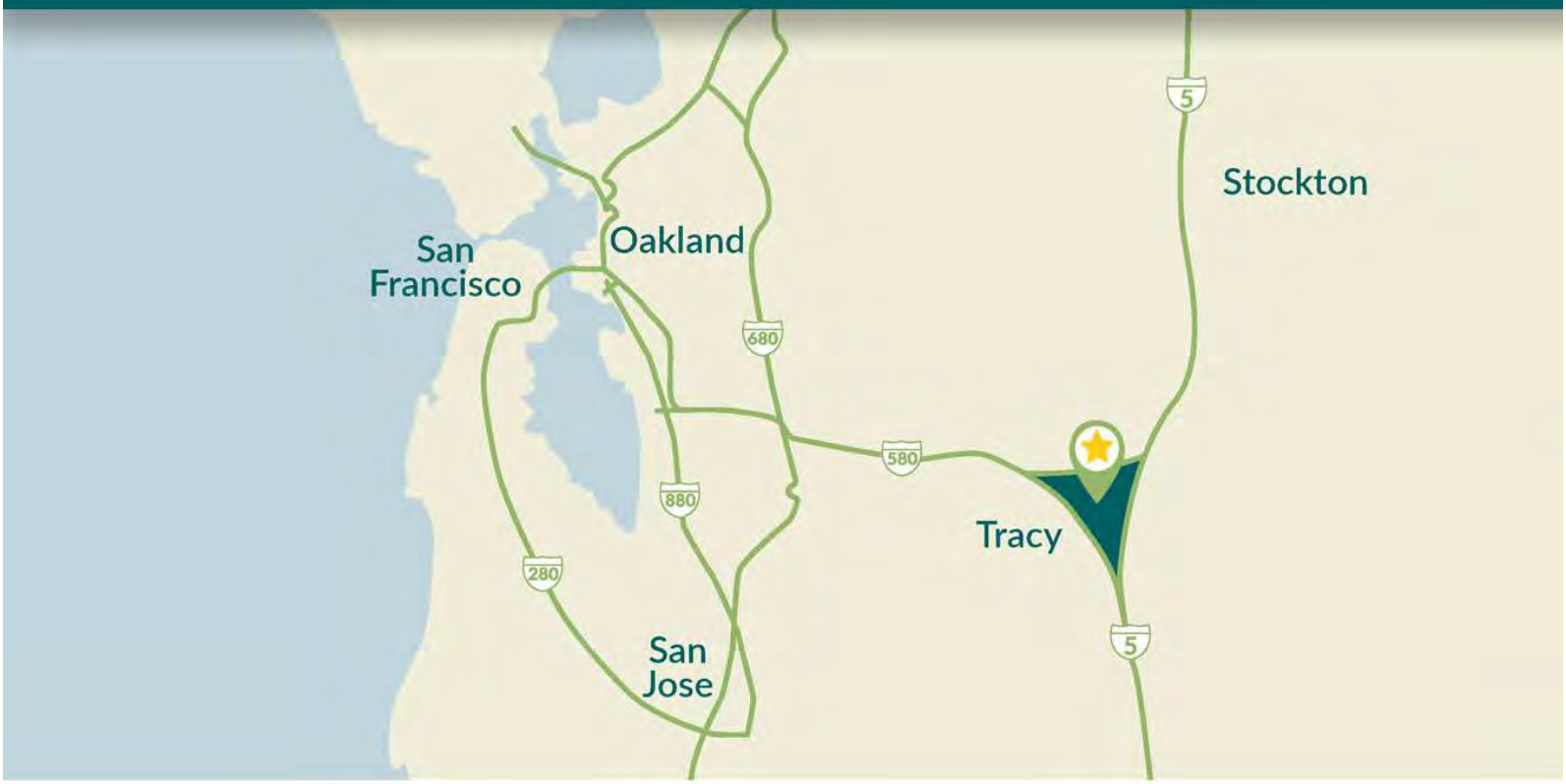
Avg. Household Size
3.34

Labor Force
1,978,630
60 Minute Drive Time

Total Businesses
3,254

Source: Realtors Property Resource, LLC.


COMMERCIAL CENTERS
1 Tracy Pavilion
2461 Naglee Road
2 West Valley Mall
3200 Naglee Road
3 Tracy Corners Shopping Center
3325 N. Tracy Boulevard
4 Fountain Plaza
W. Clover Road
5 Northgate Village
1005 E. Pescadero Avenue
6 Valley Shopping Center
3262 N. Tracy Boulevard
7 Grant Line Station
1900-1980 W. Grant Line Road
8 McKinley Village
2181 N. Tracy Boulevard
9 Corral Hollow Shopping Center
1975 W. 11th Street
10 Lincoln West Shopping Center
11th Street & Lincoln Boulevard
11 Promontory Station
205 & International Parkway
12 Gateway Plaza
1980 W. 11th Street
13 Westgate Plaza
1320 W. 11th Street
14 Downtown Tracy
N. Central Avenue & 10th Street
15 Red Maple Village
2550 S. Tracy Boulevard
205 Business Loop
City Limits
Commercial Centers
VPD = Vehicles Per Day
116,573 VPD
205/Holly Dr
126,168 VPD
205/MacArthur Dr
24,478 VPD
205/Tracy Blvd
29,474 VPD
Grant Line Rd/Corral Hollow Rd
118,637 VPD
205/International Pkwy
29,524 VPD
Corral Hollow Rd/Fieldview Dr
27,673 VPD
11th St/Alden Glen Dr
27,792 VPD
11th St/Tracy Blvd
42,633 VPD
580/Corral Hollow Road
BETHANY ROAD
NAGLEE ROAD
MOUNTAIN HOUSE PARKWAY
BYRON ROAD
GRANT LINE ROAD
PESCADERO AVENUE
TRACY BLVD
HOLLY DRIVE
INTERNATIONAL PARKWAY
CORDES RANCH
HANSEN ROAD
LAMMERS ROAD
11TH STREET
SCHULTE ROAD
CORRAL HOLLOW ROAD
LINNE ROAD
MACARTHUR DRIVE
BIRD ROAD
KASSON ROAD
VALPICO ROAD
CHRISMAN ROAD
LEHMAN ROAD
DURHAM FERRY ROAD
TRACY HILLS
ellis
205
580
5



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333 Civic Center Plaza
Tracy, CA 95376

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EconDev@CityOfTracy.org

Attachment C

Corral Hollow Shopping Center

Retail Trade Area Demographics



5 Miles	10 Miles	15 Miles
107,946 POPULATION	161,640 POPULATION	321,866 POPULATION
32,275 HOUSEHOLDS	46,870 HOUSEHOLDS	95,274 HOUSEHOLDS
26,248 FAMILIES	37,982 FAMILIES	76,149 FAMILIES
33.9 MEDIAN AGE	34.0 MEDIAN AGE	34.7 MEDIAN AGE
$142,570 AVG. HOUSEHOLD INCOME	$152,208 AVG. HOUSEHOLD INCOME	$139,482 AVG. HOUSEHOLD INCOME
52,062 DAYTIME EMPLOYEES	73,714 DAYTIME EMPLOYEES	142,817 DAYTIME EMPLOYEES
3,093 TOTAL BUSINESSES	3,501 TOTAL BUSINESSES	5,422 TOTAL BUSINESSES

RETAIL OPPORTUNITY SITE

CORRAL HOLLOW SHOPPING CENTER

Tracy, California

This neighborhood shopping center in the heart of Tracy, California, boasts successful anchor tenants and co-tenants, including Safeway, CVS, Starbucks, Jack in the Box, Orangetheory Fitness, and more.





BUILDING DETAILS

Location
1975 W. 11th Street, Tracy, California

Size
49,533 sq. ft. retail sales floor and loading area
8,920 sq. ft. outdoor nursery

Amenities
Great access and visibility from 11th Street and Corral Hollow Road.

MARKET OPPORTUNITIES

Within a 5-mile radius

107,946
Population

$142,570
Average Household Income

32,275
Households

52,062
Daytime Employees

Source: ESRI

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McKinley Village

Retail Trade Area Demographics



5 Miles	10 Miles	15 Miles
102,904 POPULATION	174,327 POPULATION	337,246 POPULATION
30,880 HOUSEHOLDS	50,423 HOUSEHOLDS	99,307 HOUSEHOLDS
25,062 FAMILIES	40,889 FAMILIES	79,347 FAMILIES
33.9 MEDIAN AGE	34.0 MEDIAN AGE	34.4 MEDIAN AGE
$139,052 AVG. HOUSEHOLD INCOME	$149,669 AVG. HOUSEHOLD INCOME	$134,497 AVG. HOUSEHOLD INCOME
49,963 DAYTIME EMPLOYEES	79,126 DAYTIME EMPLOYEES	148,098 DAYTIME EMPLOYEES
3,235 TOTAL BUSINESSES	4,218 TOTAL BUSINESSES	8,185 TOTAL BUSINESSES

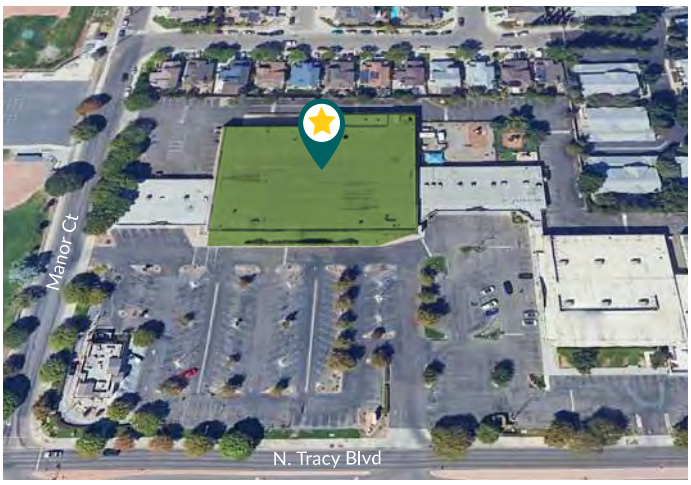
RETAIL OPPORTUNITY SITE

MCKINLEY VILLAGE

Tracy, California

This supermarket, situated within one of Tracy's neighborhood centers, features ample parking and convenient access to main streets and transit.





BUILDING DETAILS

Location
1973-2135 N. Tracy Blvd., Tracy, California

Size
44,870 sq. ft.

Amenities
Great access with a signalized intersection and a 9-minute drive to the Tracy Commuter Rail (Altamont Corridor Express).

MARKET OPPORTUNITIES

Within a 5-mile radius

102,904
Population

$139,052
Average Household Income

30,880
Households

49,963
Daytime Employees

Source: ESRI

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Downtown Tracy

Retail Trade Area Demographics



5 Miles	10 Miles	15 Miles
105,229 POPULATION	175,496 POPULATION	322,714 POPULATION
31,651 HOUSEHOLDS	50,916 HOUSEHOLDS	94,937 HOUSEHOLDS
25,694 FAMILIES	41,183 FAMILIES	75,859 FAMILIES
34.0 MEDIAN AGE	34.1 MEDIAN AGE	34.5 MEDIAN AGE
$140,613 AVG. HOUSEHOLD INCOME	$149,256 AVG. HOUSEHOLD INCOME	$134,706 AVG. HOUSEHOLD INCOME
50,942 DAYTIME EMPLOYEES	79,406 DAYTIME EMPLOYEES	141,723 DAYTIME EMPLOYEES
3,111 TOTAL BUSINESSES	3,673 TOTAL BUSINESSES	6,401 TOTAL BUSINESSES

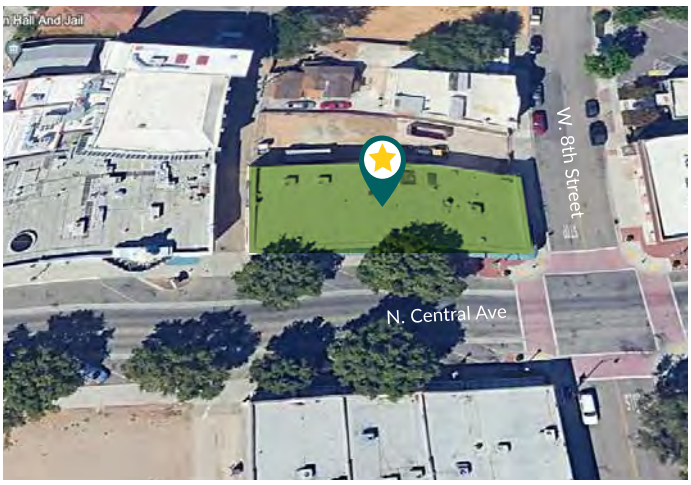
RETAIL OPPORTUNITY SITE

WESTSIDE MARKET

Tracy, California

Located in vibrant downtown Tracy, this property is conveniently close to many restaurants, retailers, and the Transit Center.





BUILDING DETAILS

Location

729/741 N. Central Ave., Tracy, California

Size

10,500 sq. ft.

Amenities

Great visibility and immediate neighbor to City of Tracy's Grand Theatre Center for the Arts which attracts over 50,000 patrons annually to the downtown area.

MARKET OPPORTUNITIES

Within a 5-mile radius

105,229
Population

$140,613
Average Household Income

31,651
Households

50,942
Daytime Employees

Source: ESRI

CITY OF TRACY
ThinkInsideTheTriangle.com
(209) 831-6490 | EconDev@CityOfTracy.org

West Valley Mall

Retail Trade Area Demographics



5 Miles	10 Miles	15 Miles
119,214 POPULATION	162,426 POPULATION	338,847 POPULATION
35,293 HOUSEHOLDS	46,899 HOUSEHOLDS	99,766 HOUSEHOLDS
28,752 FAMILIES	38,046 FAMILIES	80,054 FAMILIES
33.9 MEDIAN AGE	33.9 MEDIAN AGE	34.5 MEDIAN AGE
$147,362 AVG. HOUSEHOLD INCOME	$151,969 AVG. HOUSEHOLD INCOME	$139,645 AVG. HOUSEHOLD INCOME
2,305 DAYTIME EMPLOYEES	29,932 DAYTIME EMPLOYEES	58,547 DAYTIME EMPLOYEES
56,803 TOTAL BUSINESSES	74,036 TOTAL BUSINESSES	150,563 TOTAL BUSINESSES



DEPARTMENT STORE

Location

3350 Naglee Road, Tracy, California

Size

85,118 sq. ft.





RETAIL BUILDING

Location

2530 Naglee Road, Tracy, California

Size

17,000 sq. ft.



MARKET OPPORTUNITIES

Within a 5-mile radius

119,214
Population

$147,362
Average Household Income

35,293
Households

56,803
Daytime Employees

Source: ESRI

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July 2, 2024

Agenda Item 3.E

RECOMMENDATION: COUNCIL REQUEST

Discuss building additional kennels and other alternatives to address capacity and kennel space at the Tracy Animal Shelter, and upon conclusion of such discussion, by motion, either (1) direct staff to proceed with a specific solution or (2) determine to take no further actions at this time.

EXECUTIVE SUMMARY

On April 2, 2024, in response to public comments regarding stray dogs Mayor Young made a motion, seconded by Mayor Pro Tem Davis, to have staff prepare a discussion regarding staff's efforts related to stray dogs and what action can be taken to address kennel space and capacity at the animal shelter operated by the City (Shelter).

The specific comments and proffered solutions discussed and raised at the meeting included consideration of additional prefabricated kennel pod(s) on Shelter property which could provide an additional 10 kennels to be utilized for housing additional dogs.

To address concerns and prepare for discussion, staff has researched and evaluated possible options to address stray animals and shelter capacity.

BACKGROUND AND LEGISLATIVE HISTORY

In preparation for this agenda item, staff sought additional insight and education from its partners at University of California (UC) Davis, Koret Shelter Program. Dr. Cynthia Karsten DVM (Doctor of Veterinary Medicine) and UC Davis Koret Shelter Program personnel are considered subject matter experts with regards to sheltering and shelter structures. Their expert opinions have been previously utilized by the City in 2015 for the design and construction of the shelter. Additionally, they provided consultation services regarding shelter operations in 2018 and 2019. The resulting recommendations were presented to the City Council in various staff reports and presentations in the 2018 and 2019 calendar years; and thereafter implemented as appropriate and per Council direction.

Dr. Karsten provided feedback and discussion on the topic of additional kennels, impact to operations and the underlying cause of strays.

The main concern for Dr. Karsten and City staff, is that simply adding 10 kennels does not address the underlying issue causing stray pets. Without addressing the root cause, adding additional kennels only means adding an additional 10 dogs to receive care, perform behavior assessments, provide training, and complete adoption/rescue preparation. Currently there is a national 'pandemic' actively occurring across the nation for animal shelters that are operating at capacity.

Past practices that shelters used were found to be full of failures, producing high euthanasia rates, antagonist relationships with the community, and ultimately a higher rate of disease in the pet population. Shelters are currently inundated with a higher volume of strays. Due to this, the response should seek to address the behind the scenes cause increasing stray roaming pets and not simply put in place stop gap measures that perpetuate barriers to care and adoption. Diving into the community and identifying which resources are lacking and helping bridge the gap to better support the human/animal bond with pet ownership is essential and the key in understanding these circumstances that are currently happening.

Dr. Karsten has worked in animal shelters across the nation, in many kinds of communities with different types of expectations. Through her experience she identified that the population of a community does not directly correlate to the number of pets that enter the sheltering system or the pets that roam stray. Nor does the population dictate the number of kennels created for a shelter. She identified there are many shelters, with larger populations, but with less intakes than City of Tracy. This is mostly due to the resources and the median income level of the community. Animal Services always actively evaluates and seeks to understand which resources are strained and need additional support for the community. The main goal is to help connect people to the right resources so that pet owners feel supported and educated in their pet ownership.

Staff is also currently reviewing its data to see what areas are considered ‘hot spots’ for stray pets and to better understand why pets in those areas are stray more often than others. Data is currently being collected to review both the locations where stray dogs are common and the areas where most adopters are from. By identifying which areas community members are coming to adopt from, assists to identify which communities need further outreach and connection to bridge the gap in comfort, trust, and communication.

The addition of more kennels at the shelter will require additional daily cleaning and maintenance, which will have staffing and budget impacts to shelter operations. More staff would need to be considered to maintain the care, maintenance, and services levels currently provided, if additional strays are added to the shelter population. Currently when the shelter is fully staffed, the ratio of staff to animals daily is 1.5 Animal Services Aide’s per 30 dogs and at least 75 cats and other small animals housed at the shelter. Tracy Animal Services data shows that the shelter houses, on average, 30 dogs, 34 cats and various other small animals daily.

The cost to the City of Tracy is $59 a day per dog for the care staff provides. This does not include vaccinations ($10), a microchip ($10), or deflea/deworm ($20), that is provided to each pet for health maintenance and as required by regulations. Adding an additional 10 dogs would equate to a minimum increase of $590 being spent daily in care for those dogs. Additionally, this cost does not include treating any ailments the pets can contract while in the shelter setting. The City’s most recent fee study identified the cost of personnel time per hour at Animal Services is $146. Many of the services provided to care for animals in the shelter exceed Animal Services’ current operational budget.

After reviewing and comparing statistical data for the first quarter of both 2023 and 2024, it is clear these are critical times. From January to April of 2023, the average length of stay for a shelter animal in Tracy Animal Services was 33 days. For the same period for 2024, the length of stay has increased to 49 days. This increase occurred, even with the multiple programs and events that Animal Services offers to reduce barriers for adopters and community members. According to Dr. Karsten, when seeking to increase kennels as a solution, this also automatically increases the length of stay in the shelter setting. This increase is due to the strain that adding additional pets into the shelter setting causes. The time to network, care for, and evaluate increases when adding additional dog kennels. This also increases the need of adopters, rescues, fosters, and reunifications. There is no guarantee the additional search for outcome options will increase with an increase of dogs or staffing. Therefore, the length of stay for a dog will continue to increase as long as euthanasia for space does not occur.

Any increase to the shelter population and the associated length of stay would have a detrimental impact to the pets in Animal Services' care, and cause a bigger strain on Animal Services, as staff is continually challenged with developing new innovative ways to try and lower the current average length of stay, while increasing pet adoptions. The industry standard average length of stay all shelters try to attain is no more than 10 days. Our current length of stay is 42 days. Animal Services is actively working towards the 10-day goal with a ‘Pathway Plan’ that is currently being researched and developed.

Other cost factors to include when considering additional kennels are construction costs related to fencing, adding a drainage system, and ground material (cement or trail pebbles).

While it may seem that by just adding 10 kennels could solve the problem, it is not a solution. It is counter intuitive and has negative impacts to the animals, staff, and City services. The community has voiced they want a humane shelter that does not use a permanent solution to a temporary problem (euthanizing healthy adoptable pets).

On June 19, 2024, Tracy Animal Services hosted a town hall with the non-profit, Tracy Dog Girls Rescue, to continue efforts in working together to attain the common goal of supporting stray pets in need.

ANALYSIS

Animal Services has identified the shelter should be evaluated based on current Animal Services data and current programs offered. Indigo Architecture and the UC Davis Koret Shelter Medicine group can review current Tracy Animal Services practices and data to identify the needs for the City of Tracy.

Phase Two and Phase Three of the Tracy Animal Shelter were established over 10 years ago. As the phases were evaluated over a decade ago, Animal sheltering has evolved, and best practices and programs have changed. This is a great opportunity to identify how the additional growth of the Shelter should occur to further support the community and pet owners.

The cost to move forward with this evaluation would be $40,000. A review of the community, Shelter data, current Shelter practices/policies, and programs would occur and give a better recommendation for additional phases of the Animal Shelter.

An additional option that has been identified is a trailer that could be considered a 'rehoming command station' or office. This would allow space for volunteers or staff to focus on reunification of pets with their owners or adopting to new families. This space could also help foster relationships with other businesses such as pet stores, fencing businesses, veterinary services, or community support to help bridge the gap in those who are pet owners and need the additional resources but do not know how to find the help.

All stray pets are essentially owned pets that have become lost or stray. This statement can be stated firmly, as Tracy does not have a 'wild or feral' dog population. Focusing efforts on reunification is the most humane and cost-effective route for the City of Tracy. A pet in its own home, with an animal owner who is supported in their pet ownership, will help lessen the burden for the community and reduce the population at the Animal Shelter.

Further direction is needed regarding options for the Shelter.

1. Does the City Council wish to authorize staff to proceed with identifying actual cost of adding 10 more kennels at the Shelter to include construction costs related to fencing, adding a drainage system, and ground material (cement or trail pebbles)?

2. Does the City Council wish to authorize staff to proceed with receiving updated quotes for reevaluating Phase II and Phase III of the Animal Shelter?

3. Does the City Council wish to authorize staff to proceed with formally evaluating and exploring costs of a "rehoming center" office space?

4. Does City Council wish to direct staff to take no further action at this time?

FISCAL IMPACT

This is a discussion item. There is no request for funds or fiscal impact at this time. Once direction is determined, staff will further research and evaluate potential costs and come back to Council for any funding or contract related approvals.

PUBLIC OUTREACH/INTEREST

The community supports the humane care and treatment of pets in need. On June 19, 2024, Tracy Animal Services hosted a town hall meeting to discuss these issues and to hear suggestions regarding kennel space, additional building phases, stray animals, sheltering alternatives, programs, and community support.

COORDINATION

Animal Services actively engages with partners such as UC Davis Koret, rescue groups,

veterinary groups, and other shelters to ensure the City of Tracy's shelter operates and adheres to the industry's best practices, and to provide the most humane care and approach.

CEQA DETERMINATION

Analysis under the California Environmental Quality Act is not required for this informational report.

STRATEGIC PLAN

This agenda item relates to Council's Strategic Priorities for Public Safety.

ACTION REQUESTED OF THE CITY COUNCIL

Discuss building additional kennels and other alternatives to address capacity and kennel space at the Tracy Animal Shelter, and upon conclusion of such discussion, by motion, either (1) direct staff to proceed with a specific solution or (2) determine to take no further actions at this time.

Prepared by: Brittany Pasquale, Animal Services Manager

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