



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

December 7, 2021

SUBJECT: Consider adopting Resolution No. 41-21 authorizing the City Manager to execute a subdivision improvement agreement, authorizing the City Manager to accept associated dedications of land, approving the final map for Caliterra Ranch Subdivision Village 2, and approving a street name change for Caliterra Ranch

PREPARED BY: Dane H. Schilling, City Engineer

Recommendation

City staff recommends the City Council adopt Resolution No. 41-21 authorizing the City Manager to execute a subdivision improvement agreement, authorizing the City Manager to accept associated dedications of land, approving the final map for Village 2 of the Caliterra Ranch Subdivision, and approving a street name change for Caliterra Ranch.

Discussion and Background

The Caliterra Ranch Project ("Project", formerly known as Jones Ranch) is an approximately 193-acre site located on the south side of Wheatland Road, between the existing High School and Ace Hardware. Oakley Lane bisects the property, which is agricultural in appearance, characterized by grasslands and open space. The project site is zoned Planned Development (PD) and designated for Low-Density Residential (LDR) and Commercial (C).

The previous City approvals and related events for the Caliterra Ranch Project (formerly known as Jones Ranch) are listed below:

- 2002: The City approved the Jones Ranch program-level Environmental Impact Report.
- 2003: The City adopted the Jones Ranch Tax Sharing Agreement.
- 2003: The City approved the annexation of the approximately 193-acre Jones Ranch project site.
- 2005: The City approved the Jones Ranch project-level Mitigated Negative Declaration and the Jones Ranch Tentative Subdivision Map.
- 2006: The City recorded the Jones Ranch Development Agreement between the City of Wheatland and Lakemont Overland Crossing, LLC.
- 2006: The Yuba County Local Agency Formation Commission (LAFCo) approved the annexation into the City.

- 2007: The City approved an extension of the approved Jones Ranch Tentative Subdivision Map, which extended the life of the Tentative Subdivision Map for a ten-year period, matching the terms of the Development Agreement.
- 2008: The City approved the Amendment No.1 to the Jones Ranch Development Agreement between the City of Wheatland and Lakemont Overland Crossing, LLC.
- 2010: The City recorded the Second Amendment to the Jones Ranch Development Agreement between the City of Wheatland and RBC Real Estate Finance Inc.
- 2015: The City recorded the Third Amended and Restated Development Agreement between the City of Wheatland and the applicant, Dale Investments, LLC.
- 2015: The City determined the 2015 Jones Ranch Tentative Subdivision Map was in substantial compliance with the 2005 Jones Ranch Tentative Subdivision Map pursuant to Section 17.05.200 of the Wheatland Municipal Code.
- 2017: The City recorded Amendment No. 1 to the Third Amended and Restated Development Agreement between the City of Wheatland and the applicant, Dale Investments, LLC.
- 2017: The City determined the 2017 Caliterra Ranch Tentative Subdivision Map was in substantial compliance with the 2015 Jones Ranch Tentative Subdivision Map pursuant to Section 17.05.200 of the Wheatland Municipal Code.
- March 27, 2018: The City approved the Final Map for Caliterra Ranch Village 1 (Yuba County Book 97 of Maps at Pages 45-58) with a Subdivision Improvement Agreement.
- October 23, 2018: The City approved the First Amendment to Subdivision Improvement Agreement.
- 2019: The City approved Second Amendment to Subdivision Improvement Agreement.
- 2020: The City approved Amendment No. 2 to the Third Amended and Restated Development Agreement.
- December 9, 2020: Recordation of Caliterra Ranch Lot Line Adjustment LLA 2020-0017 (Instrument No. 2020-020789).
- August 3, 2021: K. Hovnanian Homes Northern California, Inc. purchases Caliterra Ranch Subdivision Villages 1 & 2 (Instrument No. 2021-014155).

The 2017 Caliterra Ranch Tentative Subdivision Map includes the following land uses:

- 130.3 acres of single-family residential (552 lots)
- 3-acre commercial lot
- 2 acres of public/quasi-public use
- 6.7-acre high school addition
- 38.9 acres of park/open space

Village 1 Final Map

K. Hovnanian Homes Northern California, Inc.'s (Developer) purchase of Village 1 required that all obligations of the prior approval of the 55-lot Village 1 final map (2018) and the associated Subdivision Improvement Agreement are met by the new owner.

Village 2 Final Map

The subject final map for Caliterra Village 2 (Final Map) is for the area located at the southeasterly corner of Wheatland Road and Oakley Lane (Attachment 2). The Final Map creates 90 single family residential lots, two large lots for future development and one miscellaneous lot that provides a landscape buffer along Wheatland Road and Oakley Lane.

The conditions of approval for the subdivision include certain conditions that must be satisfied prior to or in conjunction with the approval and recording of the final map. All applicable Tentative Subdivision Map conditions of approval have been completed and approved by the City Engineer. In addition, the City Engineer has reviewed the Final Map and determined that it is in substantial conformance with the approved 2017 Tentative Subdivision Map.

The Caliterra Ranch Subdivision and the subject Final Map are included in the community facilities district known as CFD 2015-1. Therefore, the residential lots created by the Final Map will be subject to CFD assessments after recordation of the Final Map.

Reclamation Districts 817 and 2103 (RDs) have raised concerns to city staff with regard to the additional storm water runoff that will be generated from the subdivision. Specifically, stormwater that collects in South Grasshopper Slough (including storm water from the Project) must eventually outlet through a pipe under the Dry Creek levee and into Dry Creek. However, the storm water is prevented from draining through the pipe into Dry Creek when water levels in Dry Creek are higher than the outlet pipe. This situation results in water ponding behind the levee until water levels in Dry Creek recede below the outlet pipe. The RDs assert that the water ponding behind the levee will be increased by the construction of the subdivision.

Pursuant to the Subdivision Map Act, City Council action on the final maps involves approval of if the final map meets all required conditions of approval and conforms to the Wheatland Municipal Code and the Subdivision Map Act. Consideration of a final map is not an opportunity for discretionary changes. By law, if the map meets the required conditions, it must be approved by the City Council. The City Engineer has reviewed the Final Map and associated conditions and determined that the Final Map conforms to the Wheatland Municipal Code and Subdivision Map Act and all applicable conditions of approval.

Subdivision Improvement Agreement

A Subdivision Improvement Agreement (SIA) is a contract requiring completion of all public improvements necessary to serve the new legal lots created by the approved final map. The SIA for Caliterra Ranch Village 2 requires the completion of the improvements shown on the approved infrastructure plans has been prepared using the City's standard form (Attachment 3). The SIA requires a Faithful Performance Bond and a Labor/Material Bond to ensure the completion of the improvements. The Developer has reviewed and signed the attached SIA and has provided the required bonds to the City. If approved, the Subdivision Improvement Agreement will be recorded concurrent with the recording of the Final Map.

Dedications

The Final Map includes the following offers of dedication for public purposes:

- In fee simple for street and utility purposes to include portions of Oakley Lane, Wheatland Road, Cedar Terrace Drive, Elm Terrace Way, Havenwood Way, Maple Leaf Drive, Spanish Moss Way, Caliterra Park Drive, Valley Oak Drive, and Sycamore Landing Drive.
- In fee simple for landscaping and pedestrian uses along portions of Wheatland Road and Oakley Lane (shown as Lot 91).
- Easements for landscaping and public utilities along public streets within the Subdivision.

The attached resolution includes acceptance of the deeds making these dedications, subject to satisfactory completion of the improvements.

Street Name Change

The City in consultation with Wheatland Fire Authority has identified similar street names within the Caliterra Subdivision that may be confusing to emergency services personnel when dispatching or responding to a call. The streets are named "Cedar Terrace Drive" and "Elm Terrace Way". The use of "Terrace" in both street names may cause confusion. Staff is recommending that "Cedar Terrace Drive" be re-named to "Cedar Drive". Staff has consulted with the Developer who currently owns all of the affected lots and the Developer is supportive of the street name change.

Fiscal Impact

None.

Attachments

1. Resolution 41-21
2. Subdivision Improvement Agreement (partially executed)
3. Caliterra Ranch Village 2 Final Map (partially executed)

RESOLUTION NO. 41-21

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION
IMPROVEMENT AGREEMENT, AUTHORIZING THE CITY MANAGER TO EXECUTE
DEEDS FOR ASSOCIATED DEDICATIONS, APPROVING THE VILLAGE 2 FINAL MAP FOR
THE CALITERRA RANCH PROJECT AND AUTHORIZING A STREET NAME CHANGE
(K. HOVNIANIAN HOMES NORTHERN CALIFORNIA, INC. , A CALIFORNIA
CORPORATION) FOR ASSESSOR PARCEL NUMBERS:
015-180-147, 015-180-148, 015-180-149 AND 015-180-079-150,**

WHEREAS, K. Hovnanian Homes Northern California, Inc., a California Corporation, has filed with the City Engineer a final map entitled "Caliterra Ranch - Village 2" and has requested approval of said final map; and

WHEREAS, in 2002, the City Council certified the Jones Ranch Environmental Impact Report; and

WHEREAS, on December 13, 2005, the City Council adopted the Jones Ranch Mitigated Negative Declaration and approved the Tentative Subdivision Map; and

WHEREAS, in 2015, the City Council approved the Third Amended and Restated City of Wheatland Development Agreement concerning Jones Ranch Subdivision between the City of Wheatland and Dale Investments, LLC; and

WHEREAS, on December 7, 2015, pursuant to Section 17.05.200 of the Wheatland Municipal Code, the Wheatland Community Development Director determined the 2015 Jones Ranch Tentative Subdivision Map was in Substantial Compliance with the 2005 Jones Ranch Tentative Subdivision Map; and

WHEREAS, on August 22, 2017, the City Council approved Amendment No. 1 to the Third Amended and Restated City of Wheatland Development Agreement concerning Jones Ranch Subdivision between the City of Wheatland and Dale Investments, LLC; and

WHEREAS, pursuant to Section 2.2.3 of the Third Amended and Restated City of Wheatland Development Agreement concerning Jones Ranch Subdivision, the Wheatland Community Development Director approved the Subdivider's request to formally change the name of the Project from Jones Ranch to Caliterra Ranch; and

WHEREAS, on October 13, 2017, pursuant to Section 17.05.200 of the Wheatland Municipal Code, the Wheatland Community Development Director determined the 2017 Caliterra Ranch Tentative Subdivision Map is in Substantial Compliance with the 2015 Jones Ranch Tentative Subdivision Map; and

WHEREAS, a Subdivision Improvement Agreement that would ensure the completion of the required subdivision improvements has been prepared by the City and signed by the Subdivider; and

WHEREAS, in order to provide public streets, landscape buffers, pedestrian facilities, and public utilities to serve this development and future improvements on the subdivision, the Developer will grant property in fee title and grant easements as shown on the Final Map; and

WHEREAS, the final map for Caliterra Ranch Village 2 has been submitted to the City for approval; and

WHEREAS, the City Engineer has reviewed said final map for its conformity with the approved tentative map and has determined that the final map substantially conforms with all requirements of said tentative map and the Subdivision Map Act; and

WHEREAS, the City Council finds that such proposed final map, together with the provisions for its design and improvements, is consistent with the 2017 Caliterra Ranch Tentative Subdivision Map, Jones Ranch Environmental Impact Report, Jones Ranch Mitigated Negative Declaration, and the 2017 Caliterra Ranch Design Guidelines; and

WHEREAS, this City Council has specifically found that the final map is in complete compliance with the provisions of the Wheatland General Plan, the Subdivision Map Act, and the Wheatland Subdivision Ordinance; and,

WHEREAS, this City Council has specifically found that the site of this final map is specifically suitable for the type of development proposed; and

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause substantial environmental damage and is not likely to substantially and avoidably injure fish or wildlife or their habitats; and

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause serious public health problems, and

WHEREAS, this City Council has specifically found that the design of the subdivision will not conflict with easements acquired by the public at large for access through or use of property within this proposed subdivision; and

WHEREAS, pursuant to Section 17.06.110 of the Wheatland Municipal Code, this City Council has specifically approved the proposed street names for Village 1 & 2 of the Caliterra Ranch Subdivision, as reflected on the final map; and

WHEREAS, the Subdivider has paid all the necessary fees and made all deposits required to date; and

WHEREAS, City staff in consultation with Wheatland Fire Authority has identified similar street names within the Caliterra Subdivision that may be confusing to emergency services personnel when dispatching or responding to a call and therefore recommends that "Cedar Terrace Drive" be re-named to "Cedar Drive".

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of City of Wheatland, State of California, that:

1. The Subdivision Improvement Agreement for the Caliterra Ranch Subdivision is approved, and the City Manager is hereby authorized to execute said Agreement on behalf of the City of Wheatland.
2. The proposed dedications or grants of real property and utility easements indicated on the final map for the Caliterra Ranch Subdivision Village 2 have been reviewed by the City Engineer, and the City Manager is hereby authorized to sign certificates of acceptance on behalf of the City of Wheatland for any easements necessary for the ownership, operation and maintenance of public infrastructure to be constructed with the Caliterra Ranch Subdivision.
3. The final map for Caliterra Ranch Village 2 and improvement plans relating thereto, are hereby approved, and the City Clerk is hereby authorized to sign said final map on behalf of the City of Wheatland.
4. The street named "Cedar Terrace Drive" shall be re-named to "Cedar Drive" and the City Engineer is directed to notify the County of Yuba to effectuate the street name change.

PASSED AND ADOPTED by the City Council of City of Wheatland, State of California this 7th day of December 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rick West, Mayor

ATTEST:

Lisa Thomason, City Clerk

**CITY OF WHEATLAND
SUBDIVISION IMPROVEMENT AGREEMENT
Jones Ranch Subdivision, Village 2
(now referred to as Caliterra Ranch Subdivision)**

This Agreement is made this ____ day of _____, 2021, between the City of Wheatland, a general law city ("City"), and K. Hovnanian Homes Northern California, Inc., a California corporation ("Developer"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following background recitals:

1.1. On October 13, 2017, City approved a tentative subdivision map for the Jones Ranch Subdivision (now referred to as Caliterra Ranch Subdivision) for a subdivision development project in the City of Wheatland on an approximate 190.91-acres of real property in Wheatland (Yuba County APNs 015-180-074, and 015-180-079) (the "Subdivision"). Developer has presented to City a certain final map entitled *Caliterra Ranch - Village 2* of the Subdivision consisting of 90 single-family lots, 2 large lots for future development and 1 miscellaneous lot (the "Final Map" or "Subdivision Phase").

1.2. Upon review and recommendation of the City Engineer, City has determined that the Final Map substantially complies with the Subdivision Map Act, City subdivision ordinance and related ordinances, tentative map, and tentative map conditions of approval.

1.3. In developing the Subdivision Phase, the Developer prepared and the City approved improvement plans for the public streets, utilities, improvements and facilities to be constructed and installed as part of the Subdivision Phase. Developer plans to install and construct the public streets, utilities, improvements and facilities as described in the City-approved Subdivision Phase improvement plans (the "Work") in compliance with the requirements contained in the *City of Wheatland Development Agreement Concerning Jones Ranch Subdivision* dated April 18, 2006, as amended by Amendment No. 1 dated September 11, 2008, Amendment No. 2 dated November 24, 2010, the *Third Amended and Restated City of Wheatland Development Agreement Concerning Jones Ranch Subdivision* recorded February 3, 2015, and Amendment No. 1 to the Third Amended and Restated Development Agreement concerning Caliterra Ranch, recorded on December 14, 2017, respectively (collectively, the "Development Agreement").

1.4. Developer has requested approval of the Final Map prior to the construction, installation and completion of the Work.

2. Final Map Approval. Subject to Developer's compliance with the terms of this Agreement, City approves the Final Map, accepts all offers of dedication made in connection with the Final Map, and consents to the recording of the Final Map.

3. Payments for City Services.

3.1. City has already incurred staff and consultant costs for engineering, administrative and legal services in connection with the review and approval of Work plans and specifications for the Work to be undertaken pursuant to this Agreement. City will present

Developer with the invoices for all work that has been undertaken by its staff and consultants up through the effective date of this Agreement. City shall provide an accounting for its hours charged and costs incurred by City staff but is not required to provide invoices to Developer for City staff costs and expenses. For City consultants, City shall provide Developer with an electronic copy of the Consultants' invoices. Within ten (10) calendar days of receiving those invoices, Developer shall pay the full amount of such invoice, including a ten percent (10%) City processing fee that will be added to all consultant invoices. Developer shall have ten (10) calendar days after receipt of electronic copy of such invoices to notify the City in writing of any disputed amounts in the Consultants' invoices, which will initiate the following dispute resolution process as to the disputed amount. Developer shall pay any undisputed amount of such invoices during the dispute resolution process. As to the amount in dispute, City and Developer shall meet and confer within five (5) calendar days thereafter to resolve any dispute. Such meetings may take place telephonically.

3.2. Within 10 calendar days after execution of this agreement the Developer will advance to City an initial deposit in the amount of \$10,000 (in addition to any deposits for other phases) to fund the City engineering, administrative and legal services to be performed by City in connection with the inspection of construction, testing of improvements, and other costs incurred by City in the performance of its duties under this Agreement. City will draw on this deposit to pay or reimburse periodic invoices from the City consultants and to reimburse City for the cost of City staff time and materials. At no time will the deposit fall below \$20,000. If, before completion of the Work, the amount remaining in the deposit becomes depleted such that, after payment of all outstanding invoices, the deposit will be reduced to 25% of the Initial Deposit, City will require additional deposits to cover additional anticipated City costs. The Developer shall pay the City the amount of the additional deposit within ten (10) calendar days. No work will occur on any task under this Agreement until the City has received the required deposit from Developer. If any requested deposit or payment is not timely made, City may so notify Developer and it will have ten (10) calendar days to cure the default. If the deposit or payment remains unpaid at the end of the ten-day "cure" period, then City may terminate this Agreement. Landowner shall not be entitled to interest on deposits made hereunder. After payment of any outstanding invoices, City will refund to Developer any deposit remaining upon termination of the Agreement without interest. Any Developer deposit remaining upon completion and acceptance of the Work will be refunded without interest to Developer. If the final total City costs exceed the amount of the deposit(s), Developer must pay the difference upon demand and before the City accepts the Work. City shall establish a separate account for the purpose of accounting separately for this deposit and any future deposits and the charges against the deposits. City shall provide, within thirty (30) days of the end of any given month, a monthly accounting report to Developer of the prior month's expenditures paid by Developer and showing the services and costs funded under this provision. Developer and its employees, accountants, attorneys and agents may review, inspect, copy and audit these records, including all source documents.

4. Plans and Specifications. Developer designed and prepared detailed plans, specifications and drawings for the construction and installation of the Work, including landscape plans, and submitted them to City for review and approval by the City Engineer. The plans, specifications and drawings must comply with this Agreement, the Development Agreement, Subdivision Map Act, Final Map, tentative map, tentative map conditions of approval, City subdivision ordinance, and other applicable City ordinances and federal and state laws, regulations and codes, and City staff and consultants will review the Work plans

and specifications to ensure that they meet all applicable standards and requirements. Developer shall not commence any portion of the Work until the City Engineer has approved the plans, specifications and drawings. The plans, specifications and drawings for the Work may be modified by Developer prior to or during the course of construction, provided that any material modification is first approved in writing by the City Engineer. During the course of construction, Developer or its contractor(s) shall keep accurate records on a set of improvement plans of all additions, deletions and changes to the Work not otherwise shown on the plans (known as "as-built" or "record" drawings).

5. Performance of Work by Developer. Developer, at its sole cost and expense, shall furnish, construct and install the Work, furnish all necessary materials, and, where necessary, pay the cost of acquiring land or rights-of-way necessary for the construction and installation of the Work. Construction shall be in accordance with the City-approved plans, specifications and drawings, this Agreement, the Development Agreement, Subdivision Map Act, Final Map, tentative map, tentative map conditions of approval, City subdivision ordinance, and other applicable city ordinances and federal and state laws, regulations and codes. Construction must be performed in a good and workmanlike manner and consistent with generally accepted construction practices. All work and construction are subject to the satisfaction of the City public works inspector and City Engineer. Developer shall give City at least 48 hours advance notice of the commencement of construction of the Work and schedule a pre-construction meeting with its contractor(s) and the City Engineer at least 10-business days prior to commencement of construction of the Work. Any construction performed without notice to, and inspection by, City shall be subject to rejection. Prior to commencing construction of any portion of the Work, Developer or its contractor(s) must submit to City a written list of materials and supplies, in a form acceptable to City, showing the particular manufacturer and specifications of all materials and supplies proposed to be installed by Developer. The City will either disapprove with reasons or approve the list of materials or supplies. Only materials and supplies approved in advance by City may be installed on the Work.

6. Licensed Contractor. Developer's contractor(s) on the Work must be licensed pursuant to the California Business and Professions Code to do the Work, and the contractor(s) will be subject to the City's reasonable approval. City may request evidence that the contractor(s) has satisfactorily constructed other projects of like kind and magnitude or comparable difficulty. To the extent required by law, Developer and its contractor(s), and any contract entered into by Developer and its contractor(s), must comply with California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works projects within the meaning of the Labor Code. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861).)

7. Improvement Security. Within 30 days after the execution of this Agreement, Developer shall furnish City with the following improvement security:

7.1. Faithful performance bond, letter of credit or money deposit in the sum of 100% of the estimated cost of construction of the Work (as determined by the City Engineer), conditioned upon the faithful completion of the Work under this Agreement.

7.2. Payment bond, labor and materials bond, letter of credit or money deposit in the sum of 50% of the estimated cost of construction of the Work (as determined by the City Engineer), securing payment to the contractor(s), subcontractors, and persons furnishing labor, materials or equipment for the Work.

The type, form and issuer of the improvement security shall comply with chapter 5 of the Subdivision Map Act (Government Code sections 66499 through 66499.10) and shall be subject to City Attorney approval. No change, alteration, or addition to the terms of this Agreement or the plans and specifications accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement. The City will not record the Final Map until after it receives improvement security in accordance with this section.

8. Permits and Easements. Developer, at its sole cost and expense, must obtain and comply with all federal, state and local permits, licenses, approvals, and entitlements, including but not limited to grading and encroachment permits, to do the Work. Developer must obtain all real property and permanent and temporary easements, of a width as determined by City, necessary for the Work and for ingress and egress to and from the Work for construction, installation, operation, maintenance, repair, removal, replacement and improvement prior to commencement of construction of the Work. Deeds and easements shall be in a form approved by City, which approval shall not be unreasonably conditioned, withheld or delayed. Developer shall give all notices and comply with all federal, state and local statutes, laws, ordinances, rules and regulations that apply to the construction of the Work.

9. Inspections. City may during the course of construction inspect and test all or part of the construction or material being used in construction of the Work. Upon completion of construction of the Work, Developer shall notify City of the completion and request a final inspection of the Work. The completed Work shall be inspected and tested to meet City requirements under this Agreement and the Development Agreement. No Work or portion of Work shall be accepted without meeting City inspection and testing requirements. The inspection and testing of the Work, or failure to inspect or test, shall not relieve Developer of its obligation to construct the Work in accordance with this Agreement. If all or any portion of the Work, or any materials or supplies used in connection with the Work, are found to be defective, substandard or nonconforming within one year after City's acceptance of the Work, then such Work shall be replaced, repaired, or otherwise remedied to the satisfaction of City. Developer shall cooperate with and assist City in performing inspection and testing of the Work. Developer must pay the costs of inspections and tests by City and the City Engineer. Developer also will be responsible for all costs incurred in the testing of the Work as needed or required by other governmental agencies having jurisdiction.

10. Time for Performance; Termination.

10.1. Developer shall commence construction of the Work within six (6) months from the date of this Agreement and shall complete construction of the Work within nine (9) months from the date of commencement. Time is of the essence of this Agreement. Upon a showing of good cause by Developer, City may extend these deadlines in writing. However, the City may require modifications to previously approved plans, specifications and drawings for the Work if more than two years pass between the date of the approval and acceptance of the Work. Any extension granted by City may be done without notice to any of Developer's

sureties, and the extension shall not relieve any surety's liability. The granting of any extension also may be conditioned by City by requiring acceptable new or amended improvement security pursuant to section 7. If construction of the Work has not been completed and accepted by City within these deadlines, and any extensions, City may terminate this Agreement at any time thereafter by giving thirty (30) days written notice of intent to terminate to Developer.

10.2. Developer may terminate this Agreement at any time prior to commencement of construction of any of the Work by giving written notice to City. After commencement of Work, Developer may terminate this Agreement only with the written consent of City, which consent may be given subject to reasonable conditions as necessary or appropriate to protect the public health, safety, aesthetics or welfare.

11. Maintenance Guarantee.

11.1. Developer unconditionally guarantees, for one year from the date of City's notice of acceptance of the Work, all Work constructed, installed and furnished under this Agreement. During the one year guarantee period, Developer at its sole cost and expense, will (a) correct, repair, replace or reconstruct to the satisfaction of City any and all Work, the construction, installation and/or materials of which may prove defective, nonconforming or improperly installed, ordinary wear and tear excepted, (b) maintain the plants and landscaping (i.e., water, weed, pest control, sprinkler repair, and dead/dying plant replacement) installed in landscaped medians and other public areas to the satisfaction of City, and (c) reimburse City for all costs associated with City's inspection, review and approval of the Work performed under subsections 11.1(a) and 11.1(b) above.

11.2. Prior to City's final acceptance of the Work, Developer will provide a maintenance bond, extension of the improvement security furnished under section 7.1, letter of credit, cash deposit, or other financial security satisfactory to City ("Maintenance Guarantee") in a sum equal to 10% of the final cost (as determined by the City Engineer) of the Work. The Maintenance Guarantee shall secure Developer's guarantee under section 11.1.

11.3. If Developer and/or its surety fail to comply with a guarantee obligation within a reasonable time, City may have the defect corrected, repaired, replaced or reconstructed as necessary. Developer and its surety under the Maintenance Guarantee shall be jointly and severally liable to City for such costs of correction, repair, replacement or reconstruction, including, but not limited to, administrative, engineering, legal and other costs incurred relating to the correction, repair, etc., and to the costs of collection. City shall bill Developer and its surety for such costs, which bill shall be due and payable within 30 days of its date. Interest shall accrue on any late payment at the rate of 10% per annum.

12. Transfer of Property and Easements. This section applies to any necessary transfers of real property interests not otherwise provided for by Final Map dedication. After City has finally inspected and approved the Work, and before City accepts the Work, Developer shall deliver conveyance documents satisfactory in form and content to City, transferring ownership of the completed Work to City, together with all real property, interests in real property, easements and rights-of-way that are necessary or appropriate in the opinion of City for the ownership and operation of the Work. Title to the Work and the interests in real property transferred shall be good, clear, and marketable title, free and clear of all

encumbrances, liens or charges, except as may be approved by City. Developer shall obtain and pay any land transaction costs and costs of title insurance deemed necessary by City. City shall not accept the Work until the conveyance documents transferring the Work and real property interests have been accepted by the City Council.

13. Notice of Acceptance. City's final acceptance of the Work shall be evidenced by a written notice of acceptance from City to Developer. City shall provide the written notice of acceptance of the Work when City determines that all of the following conditions have been met to City's satisfaction:

13.1. The Work has been completed, and finally inspected, tested and approved by City;

13.2. All costs, charges and fees required by this Agreement, other City-Developer agreement, or City ordinance or resolution to be paid to City by Developer have been so paid in full;

13.3. Developer has submitted an acceptable Maintenance Guarantee;

13.4. The Work and all real property interests have been conveyed to, and accepted by City, in accordance with section 12; and

13.5. Developer has provided to City in satisfactory form and content the following items:

13.5.1 As-built (also known as record) drawings of the completed Work, together with a copy of the contract documents used in the construction of the Work;

13.5.2 Accounting records of the amounts expended for the construction and installation of the Work, with values applicable to the various components of the Work;

13.5.3 Operating manuals, operating instructions, warranties and guarantees received by Developer or its contractor(s) in connection with the Work and any unit of Work or Work materials; and,

13.5.4 Computer disk with electronic file in AutoCAD and PDF formats (acceptable to the City Engineer) containing the Final Map and those portions of the approved improvement plans stored in electronic format.

14. Ownership. After final acceptance of the Work by City, the Work shall become the property of City on the date that the notice of acceptance of the Work is mailed or delivered to Developer (except that the following portions of the Work will not be transferred to City and will remain the operation, maintenance, repair and replacement obligation of Developer and future property owners: the water delivery pipeline and improvements beyond (upstream from) the water meter; and, the sewer lateral from its connection at the sewer main to the building or structure being served. Upon such date, Developer shall be deemed to have conveyed and transferred all of its right, title and interest in and to the completed Work to City. Thereafter, City shall own and be free in every respect to operate, maintain, expand, and improve the Work, as it deems appropriate. City assumes no obligation as to operation and maintenance of the Work until such time as it gives notice of acceptance of the Work.

15. Risk of Loss. Until the date of the notice of acceptance of the Work, all risk of loss or injury, damage or destruction to the Work shall be upon Developer.

16. Indemnification and Hold Harmless. To the extent allowed by law, Developer shall indemnify, protect, defend, and hold harmless City and its officers, employees, engineers, volunteers and agents, from any and all claims, demands or charges and from any loss or liability, including all costs, expenses, reasonable attorney's fees, litigation costs, penalties, and other fees arising out of or in any way connected with performance or failure to perform under this Agreement by Developer or its officers, employees, contractors, subcontractors or agents, except such loss or damage that was caused by the sole negligence or willful misconduct of City. This indemnification shall survive and continue in full force and effect after termination of this Agreement for any reason with respect to any actions or omissions that occurred before the date of termination. The parties agree and acknowledge that Developer's obligation under this section extends to claims, lawsuits and liability of or against City resulting from the alleged failure to comply with any provision of California Labor Code division 2, part 7, chapter 1 (sections 1720-1861) in connection with the construction of the Work by Developer's contractor(s).

17. Insurance.

17.1. Developer or its contractor(s), at their sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type	Limits	Scope
Commercial general liability	\$3,000,000/occurrence	at least as broad as ISO occurrence form CG 0001
Automobile liability	\$1,000,000/accident	at least as broad as ISO CA 0001 (code 1, any auto)
Pollution Liability	\$3,000,000/occurrence	At least as broad as ISO occurrence form CG 0039
Workers' compensation	statutory limits	
Employers' liability	\$2,000,000 per accident	

17.2. The general and automobile liability policy(ies) shall be endorsed (consistent with Insurance Code section 11580.04) to name City, its officers, employees, engineers, and agents as additional insureds regarding liability arising out of the Work. Developer/ contractor's coverage shall be primary and shall apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. City's insurance or self-insurance will be excess and shall not contribute with Developer/ contractor's insurance. Insurance shall be placed with insurers with a current A.M. Best's rating of A-VII or better unless otherwise acceptable to City. The workers' compensation policy shall be endorsed to include a waiver of subrogation against City and its officers, employees, engineers, volunteers and agents.

17.3. Prior to commencing the Work, Developer shall provide to City the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010

(or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), certifying the additional insured coverages. The Developer shall also provide evidence of insurance for all contractors employed on the Work.

17.4. Prior to acceptance of the Work and throughout the duration of the maintenance guarantee as defined in Section 11, Developer shall provide to City the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2037 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), certifying the additional insured coverages. The Developer shall also provide evidence of insurance for all contractors employed on the Work.

18. Notice of Breach and Default.

18.1. The following constitute a default under this Agreement: (a) Developer refuses or fails to prosecute the Work with such diligence as will ensure its completion within the time specified, or any extension, and such refusal or failure is not cured within 30 days following written notice of such refusal or failure to Developer; (b) Developer fails to complete the Work within the time provided by this Agreement and any extension approved by the City; (c) Developer should be adjudged as bankrupt, Developer files for bankruptcy protection, or Developer makes a general assignment for the benefit of Developer's creditors; (d) a receiver is appointed in the event of Developer's insolvency; or (e) Developer or any of its contractors, subcontractors, agents or employees violate any of the provisions of this Agreement if such violation is not cured within 30 days following written notice of such violation to Developer and Developer's surety (provided, however, that it will not be deemed a default if Developer commences to cure the violation within the 30-day period and thereafter diligently prosecutes the cure to completion).

18.2. In the event Developer is in default of this Agreement beyond any applicable notice or cure period, Developer's surety, if any, shall have the duty to take over and complete the Work in accordance with the terms of this Agreement. If the surety within 30 days after notice of default from City does not give City written notice of its intention to take over the performance of the Agreement or does not commence performance within 30 days after notice to City of such election, then City may take over the Work and prosecute the same to completion by contract, or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer and its surety shall be liable to City for any costs, expenses and damages incurred by City. In such event, City, without liability for so doing, may take possession of and utilize in completing the Work, such materials, appliances, plant or other property belonging to Developer as may be on the site of the Work.

18.3. If the form of security is other than a bond, then City, after giving notice of breach and default, may proceed to collect against the security in the manner provided by law and the terms of the security instrument.

19. General Provisions.

19.1. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter addressed in this Agreement. This Agreement supersedes all prior oral or

written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

19.2. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

19.3. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

19.4. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. A party's exercise of any remedy under this Agreement will not prejudice or affect the enforcement of any other remedy.

19.5. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, so long as the rights and obligations of the parties are not materially and adversely affected.

19.6. Personal Obligation; Successors and Assigns. Developer's obligations under this Agreement are personal obligations of Developer and they do not automatically "run with" the Subdivision property. Developer cannot assign its obligations under this Agreement to any transferee of all or any part of the property or any other third party without the express written consent of City, which consent will not be withheld unreasonably.

19.7. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

19.8. Governing Law and Venue. Except as otherwise required by law, this Agreement will be interpreted, governed by, and construed under the laws of the State of California. The County of Yuba will be venue for any state court litigation and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

19.9. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by facsimile or electronic mail transmission with delivery to the other party confirmed by a successful-delivery confirmation receipt if the document also is sent within two days by prepaid, first class U.S. mail, or (d) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices, etc. shall be addressed as follows:

City:	Developer:
-------	------------

City Clerk City of Wheatland 111 C Street Wheatland, CA 95692	K. Hovnanian Homes 3721 Douglas Blvd., Suite 150 Roseville, CA 95661 Attn: Region President
--	--

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) upon receipt of the facsimile machine or electronic mail successful-delivery confirmation, or (d) on the date of delivery as shown on the overnight courier service receipt. Any party may change its contact information by notifying the other party of the change in the manner provided above.

CITY OF WHEATLAND

DEVELOPER

K. Hovnanian Homes Northern California, Inc.
A California corporation

By: _____
Jim Goodwin, City Manager

By:  _____
Tim Collison, Region Controller

Attest:

City Clerk

ACKNOWLEDGMENT

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

State of California
County of Placer

On 11/22/2021 before me, Stephanie Gonzalez, Notary Public
(insert name and title of the officer)

personally appeared Tim Collisch
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 Stephanie Gonzalez (Seal)



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS SUBDIVISION MAP; THAT THEY DEDICATE TO THE CITY OF WHEATLAND, UPON COMPLETION OF IMPROVEMENTS, THE RIGHT-OF-WAY, ON, OVER, ACROSS AND UNDER THOSE STRIPS OF LAND SHOWN WITHIN THESE BOUNDARIES, AND THAT THEY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

THE REAL PROPERTY DESCRIBED IS BELOW DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. IN FEE SIMPLE TO THE CITY OF WHEATLAND FOR STREET AND UTILITY PURPOSES, OAKLEY LANE, WHEATLAND ROAD, CEDAR TERRACE DRIVE, ELM TERRACE WAY, HAVENWOOD WAY, MAPLE LEAF DRIVE, SPANISH MOSS WAY, CALTERRA PARK DRIVE, VALLEY OAK DRIVE AND SYCAMORE LANDING DRIVE, SHOWN HEREON.
- B. IN FEE SIMPLE TO THE CITY OF WHEATLAND FOR LANDSCAPING AND PEDESTRIAN PAVED PURPOSES, LOT 91 AS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- C. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLINERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ON-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC LANE, ROAD, DRIVES, AND WAYS AS SHOWN HEREON AND DESIGNATED "PUE" (PUBLIC UTILITY EASEMENT).

K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: [Signature] NAME: Timothy E. Gilliam TITLE: Region Controller

BY: [Signature] NAME: Hannah Williams TITLE: Senior Planner

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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 Black

ON 22 DAY OF NOVEMBER, 2021 BEFORE ME, [Signature] A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED [Signatures]

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.

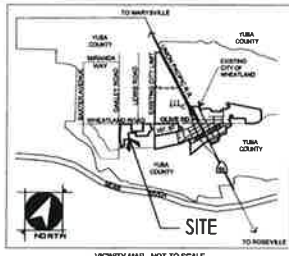
WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: Stephanie Gonzalez

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: Black

MY COMMISSION EXPIRES: Oct 31, 2025

MY COMMISSION No.: 2344898



VICINITY MAP - NOT TO SCALE

CERTIFICATE FOR DEDICATION

- A) SUBDIVIDER DEDICATING PROPERTY:
K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.
3721 DOUGLAS BLVD. SUITE 150
ROSEVILLE, CA 95661

- B) DESCRIPTION OF PROPERTY BEING DEDICATED:
OAKLEY LANE, WHEATLAND ROAD, CEDAR TERRACE DRIVE, ELM TERRACE WAY, HAVENWOOD WAY, MAPLE LEAF DRIVE, SPANISH MOSS WAY, CALTERRA PARK DRIVE, VALLEY OAK DRIVE, SYCAMORE LANDING DRIVE AND LOT 91

- C) PUBLIC AGENCY STATEMENT:
PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF WHEATLAND DOES HEREBY CERTIFY THE FOLLOWING: THAT UPON DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY, DESCRIBED IN (B) ABOVE IS DEDICATED, NO LONGER EXISTS, THE CITY OF WHEATLAND WILL RECOVER THE PROPERTY TO THE SUBDIVIDER, NAMED IN (A) ABOVE, OR THE SUCCESSOR IN INTEREST, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

DATE _____ LISA J. THOMASON, CITY CLERK
CITY OF WHEATLAND, CALIFORNIA

SURVEYOR'S STATEMENT

THIS FINAL 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 DALE INVESTMENTS, INC., A CALIFORNIA LIMITED LIABILITY COMPANY, IN MAY 2020. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



[Signature]
MICHAEL E. LONG
P.L.S. 8815 EXP. 9-30-22

DATE: 11/22/21

CITY ENGINEER'S STATEMENT

I, DANE H. SCHILLING, CITY ENGINEER FOR THE CITY OF WHEATLAND, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE SUBDIVISION OF "CALTERRA RANCH - VILLAGE 2", CITY OF WHEATLAND, STATE OF CALIFORNIA, COMPRISING SEVEN (7) SHEETS, AND FIND IT SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.



[Signature]
DANE H. SCHILLING
CITY ENGINEER, CITY OF WHEATLAND
R.C.E. NO. 36068

DATE: 24 November 2021

I HEREBY STATE THAT I HAVE EXAMINED THE MAP OF THIS SUBDIVISION ON BEHALF OF THE CITY OF WHEATLAND AND AM SATISFIED THAT THE SURVEY DATA SHOWN ON THIS MAP IS TECHNICALLY CORRECT.



[Signature]
RONALD S. DUNDAS,
P.L.S. 4415

DATE: 11-30-2021

CITY CLERK'S STATEMENT

I, LISA J. THOMASON, CITY CLERK FOR THE CITY OF WHEATLAND, COUNTY OF YUBA, HEREBY CERTIFY THAT THE CITY COUNCIL OF SAID CITY OF WHEATLAND HAS BY MOTION, DULY AND REGULARLY PASSED BY SAID COUNCIL ON THE _____ DAY OF _____, 2021, APPROVED THE WITHIN MAP OF "CALTERRA RANCH - VILLAGE 2", TRACT NO. 2020-0001, IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP HERETOFORE FILED AS APPROVED AND BY SAID MOTION HAS ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THE OWNER'S OFFER OF DEDICATION IN ITEMS A AND B IN THE OWNER'S STATEMENT.

DATE _____ LISA J. THOMASON, CITY CLERK
CITY OF WHEATLAND, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC.

SEE: \$ _____ DOCUMENT NO.: _____

BY: [Signature] TERRY A. HANSEN
COUNTY RECORDER
COUNTY OF YUBA

TRACT NO. _____
FINAL MAP OF
CALTERRA RANCH - VILLAGE 2
BEING ALL OF RESULTANT LOTS 63 AND 65 PER GRANT DEED,
INSTRUMENT NO. 2020-020780,
CITY OF WHEATLAND, COUNTY OF YUBA, STATE OF CALIFORNIA



DECEMBER 2021

RIGHT TO FARM STATEMENT

THE PROPERTY DESCRIBED HEREIN IS IN THE VICINITY OF EXISTING AND ONGOING AGRICULTURAL AND MINING ACTIVITIES WITHIN THE CITY OF WHEATLAND AND YUBA COUNTY. RESIDENTS OF THE PROPERTY MAY BE SUBJECT TO NUISANCES ARISING FROM AGRICULTURAL OPERATIONS INCLUDING, BUT NOT LIMITED TO, CULTIVATION, IRRIGATION, FLOWING, SPRAYING OF CHEMICALS, AERIAL APPLICATION, PRUNING, HARVESTING, CROP PROTECTION AND AGRICULTURAL BURNING. RESIDENTS OF THE PROPERTY MAY ALSO BE SUBJECT TO NUISANCES ARISING FROM MINING OPERATIONS WHICH OCCASIONALLY GENERATE DUST, SMOKE, NOISE, ODOR AND VIBRATIONS.

BASIS OF BEARINGS

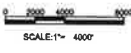
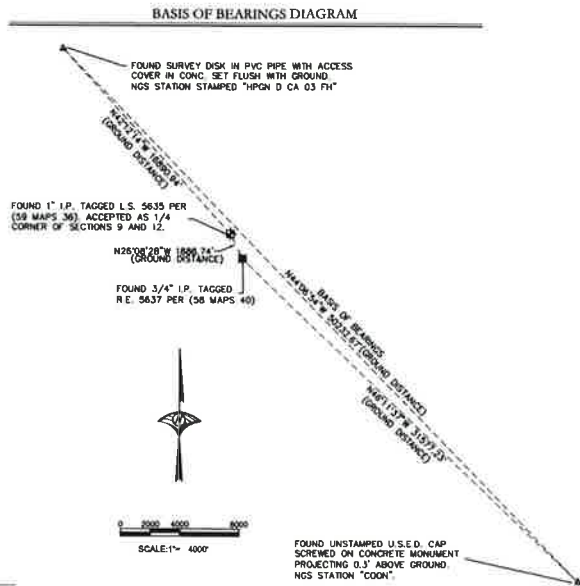
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "HPGN D CA 03 FH", 1ST ORDER AND NGS STATION "COON", 1ST ORDER. SAID BEARING IS N44°06'54"E. DISTANCES SHOWN ARE GROUND BASED.

LEGEND

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- ⊠ FOUND QUARTER SECTION CORNER AS NOTED
- ▲ NGS STATION AS NOTED
- ⊙ COPPERWELD MARKER WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 8067" PER CITY OF WHEATLAND STANDARD DRAWING NO. 02 TO BE SET
- ⊙ FOUND COPPERWELD MARKER WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 6815" PER 97 MAPS 45, YUBA COUNTY RECORDS
- I.P. IRON PIPE
- (DA) OVERALL DIMENSION
- O.R. OFFICIAL RECORDS OF YUBA COUNTY
- (R) RADIAL BEARING
- REF REFERENCE
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- (I) SHEET INDEX

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS SUBDIVISION OF "CALITERRA RANCH - VILLAGE 2" IS 48.8184 ACRES, CONSISTING OF 90 RESIDENTIAL LOTS, 2 FUTURE DEVELOPMENT LOTS, AND 1 MISCELLANEOUS LOTS.
5. 5/8" REBAR CAPPED "LS 6815" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 6815" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. EASEMENT FOR DITCH AND INCIDENTAL PURPOSES PER BOOK 74 OF DEEDS, PAGE 81, DOES NOT AFFECT THE PROPERTY.
7. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY(DD/RW), IRREVOCABLE OFFERS OF DEDICATION/PUBLIC UTILITY EASEMENT (O.D./PUE) AND PEDESTRIAN EASEMENT (PE) ARE HEREBY ABANDONED:
- 7.1 THOSE PORTIONS OF THE I.O.D./S.E./D.E DEPICTED ON THE MAP ENTITLED "CALITERRA RANCH - VILLAGE 1", FILED IN BOOK 97 OF MAPS, AT PAGE 45, YUBA COUNTY RECORDS, WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.



FOUND UNSTAMPED U.S.D. CAP SCREWED ON CONCRETE MONUMENT PROJECTING 0.3' ABOVE GROUND NGS STATION "COON".

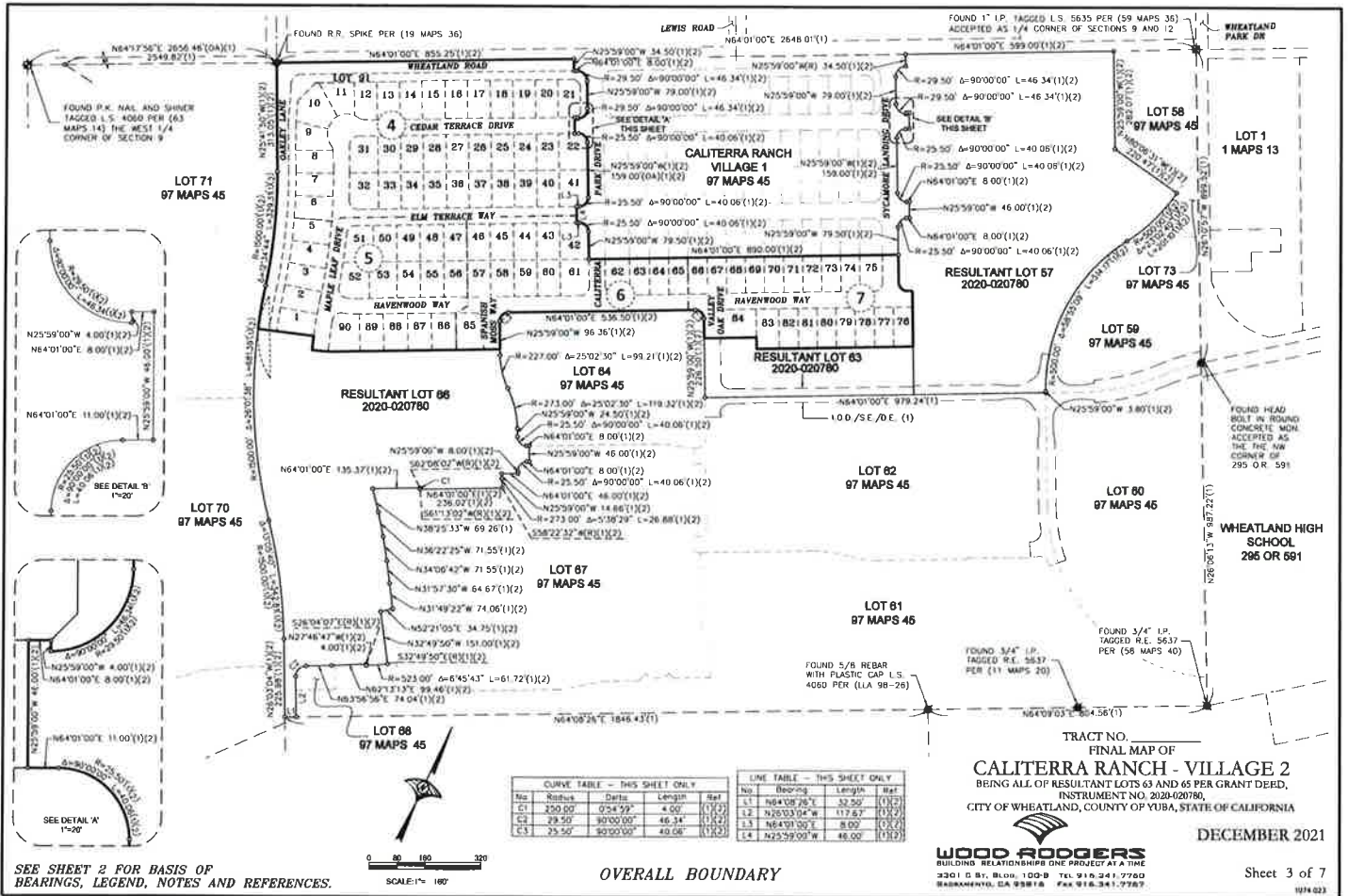
REFERENCES

- (1) 87 MAPS 45 (TRACT NO. 2017-0001)
- (2) INSTRUMENT NO. 2020-020780 GRANT DEED

TRACT NO. _____
 FINAL MAP OF
CALITERRA RANCH - VILLAGE 2
 BEING ALL OF RESULTANT LOTS 63 AND 65 PER GRANT DEED,
 INSTRUMENT NO. 2020-020780,
 CITY OF WHEATLAND, COUNTY OF YUBA, STATE OF CALIFORNIA

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 3301 G ST. SUITE 100-B TEL: 916.341.7788
 SACRAMENTO, CA 95816 FAX: 916.341.7787

DECEMBER 2021



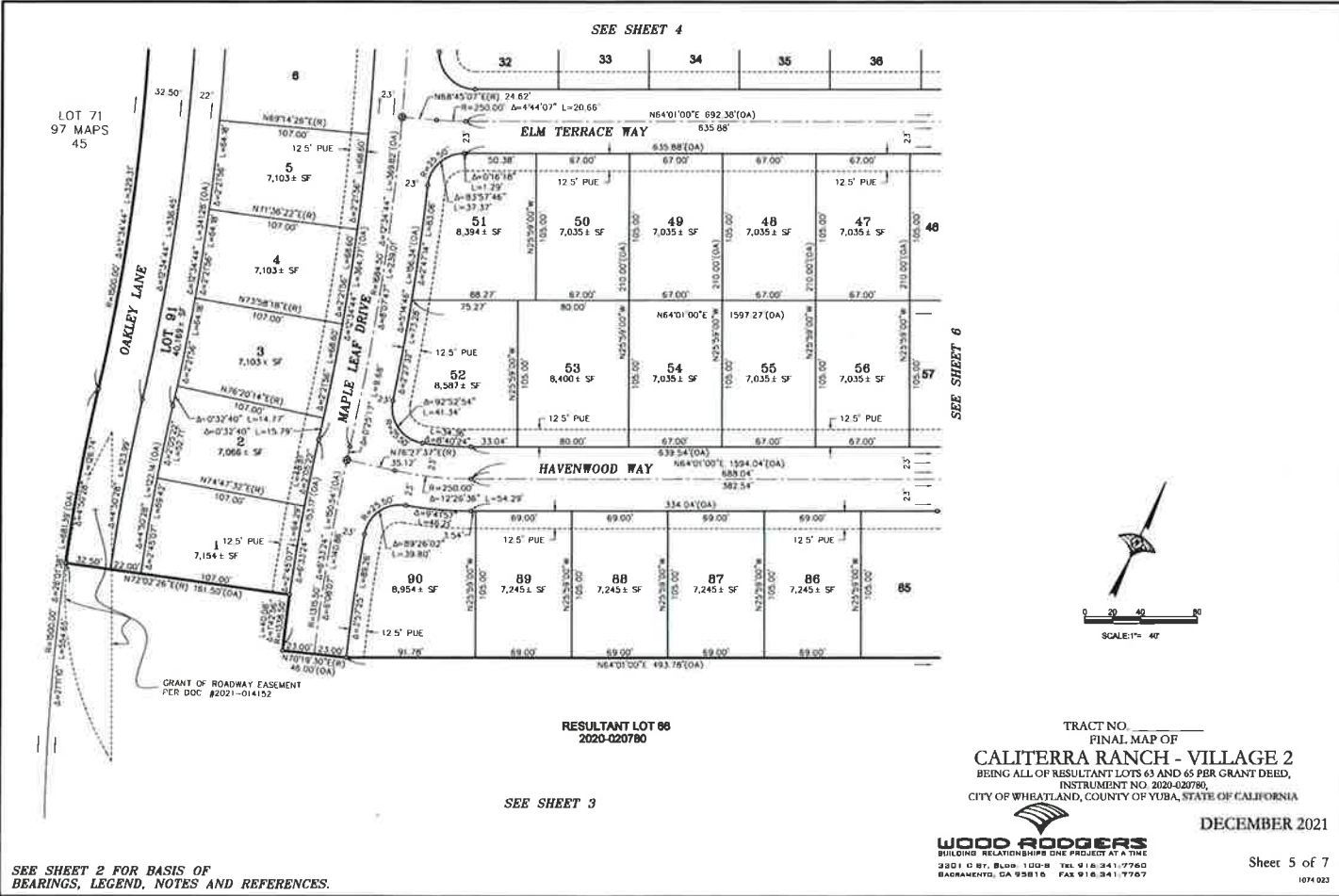
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

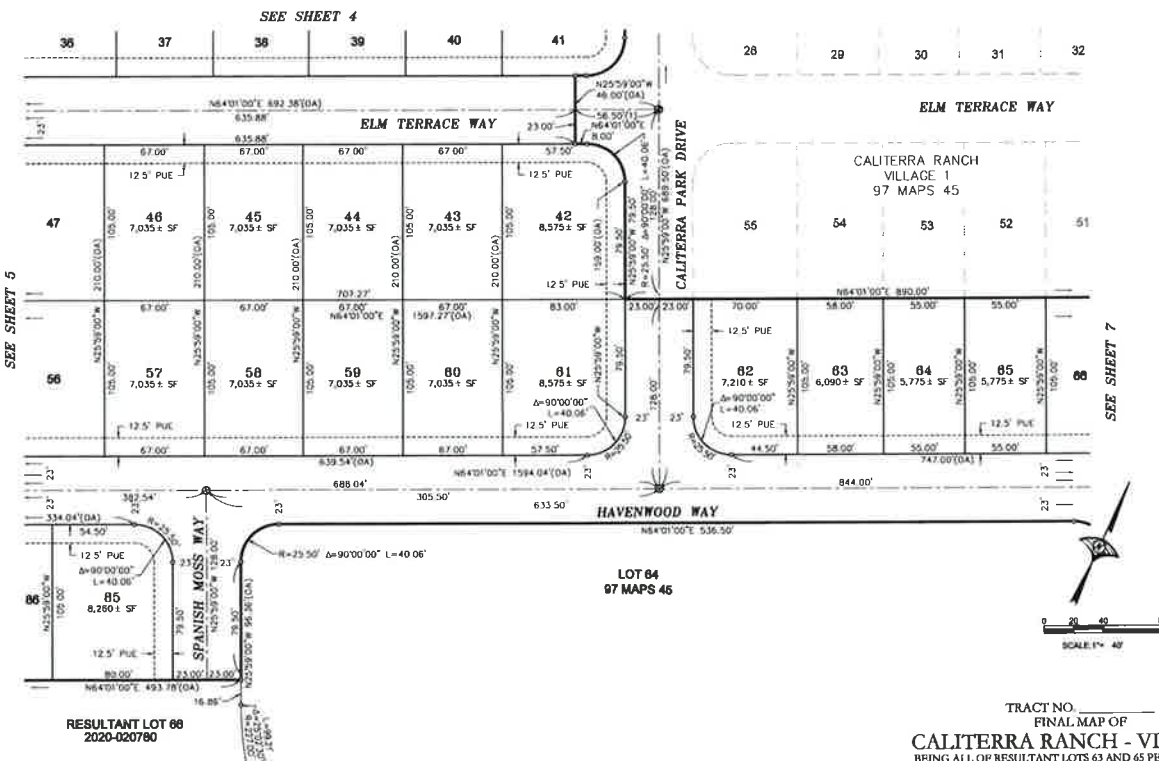
CURVE TABLE - THIS SHEET ONLY					LINE TABLE - THIS SHEET ONLY				
No.	Radius	Delta	Length	Area	No.	Bearing	Length	Area	
C1	200.00'	024.59°	4.00'	0.00	L1	N64°02'26"E	32.25'	0.00	
C2	29.50'	30°00'00"	48.34'	0.00	L2	N25°59'00"W	117.67'	0.00	
C3	25.50'	30°00'00"	40.68'	0.00	L3	N64°01'00"E	8.00'	0.00	
					L4	N25°59'00"W	48.00'	0.00	

TRACT NO. _____
 FINAL MAP OF
CALITERRA RANCH - VILLAGE 2
 BEING ALL OF RESULTANT LOTS 63 AND 65 PER GRANT DEED,
 INSTRUMENT NO. 2020-020780,
 CITY OF WHEATLAND, COUNTY OF YUBA, STATE OF CALIFORNIA

WOOD ROBBERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 3301 G ST., BLDG. 100-B TEL. 916.241.7760
 SACRAMENTO, CA 95818 FAX 916.341.7767

DECEMBER 2021
 Sheet 3 of 7
 10/24/2021





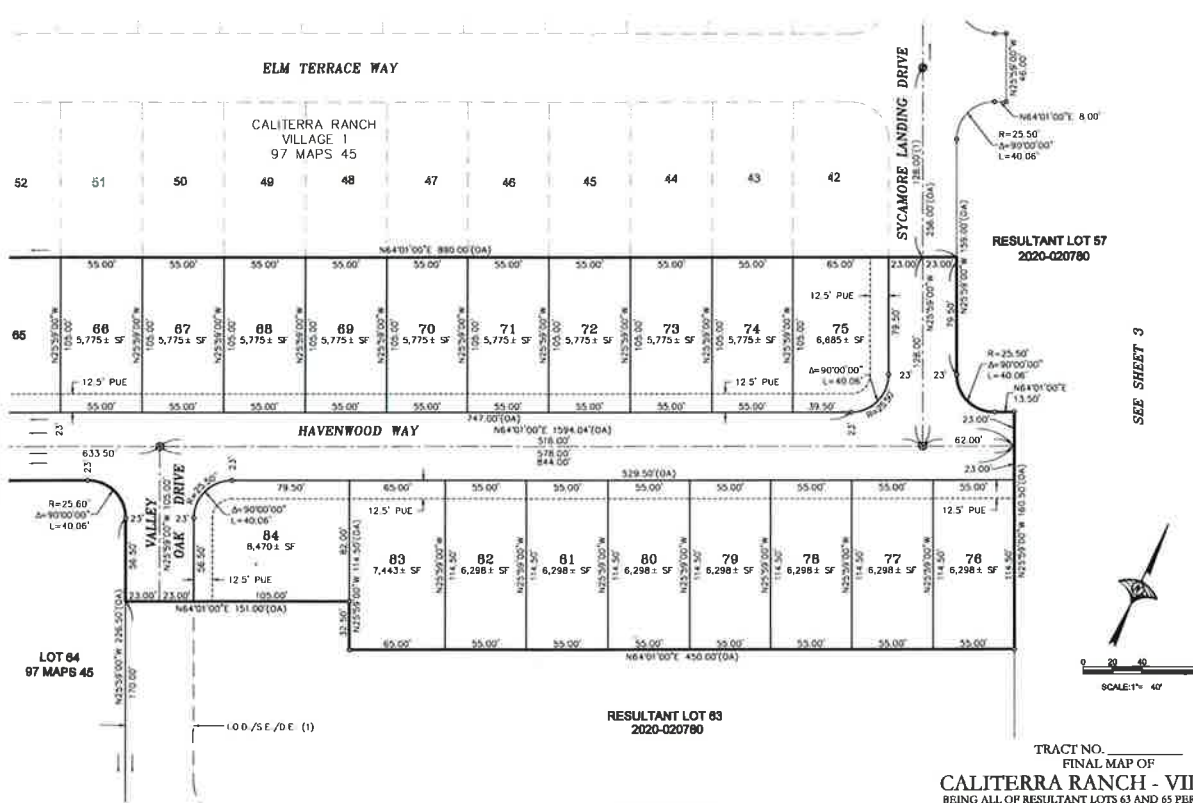
TRACT NO. _____
 FINAL MAP OF
CALITERRA RANCH - VILLAGE 2
 BEING ALL OF RESULTANT LOTS 63 AND 65 PER GRANT DEED,
 INSTRUMENT NO. 2020-020780,
 CITY OF WHEATLAND, COUNTY OF YUBA, STATE OF CALIFORNIA



DECEMBER 2021

Sheet 6 of 7
 1074 023

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 6

SEE SHEET 3

LOT 64
97 MAPS 45

RESULTANT LOT 63
2020-020780

SEE SHEET 3

TRACT NO. _____
FINAL MAP OF
CALITERRA RANCH - VILLAGE 2
BEING ALL OF RESULTANT LOTS 63 AND 65 PER GRANT DRED,
INSTRUMENT NO. 2020-020780,
CITY OF WHEATLAND, COUNTY OF YUBA, STATE OF CALIFORNIA

DECEMBER 2021

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 O ST. BIRMINGHAM, AL 35202-1100
BAGANOTO, GA 95816 FAX 918.341.7767

Sheet 7 of 7
1074 033

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.