

CITY OF YUBA CITY
STAFF REPORT

Date: November 16, 2021
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Dunn Ranch Estates Unit 1 Subdivision (Subdivision Agreement and Final Map Approval)

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with James R. Scott, Trustee of The Scott Family Trust dated November 6, 2000, providing for public improvements associated with the Dunn Ranch Estates Unit 1 Subdivision Map, approving the Dunn Ranch Estates Unit 1 Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. [Subdivision is located south of Monroe Road and east of Royo Ranchero Drive]

Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement.

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Dunn Ranch Estates Unit 1 development.

Background:

On January 27, 2021, the Planning Commission approved Tentative Map SM 20-06, Dunn Ranch Estates, to subdivide 13.61 acres into 56 single family residential parcels located south of Monroe Road and east of Royo Ranchero Drive (Attachments 2 and 3). The proposed lot sizes range from 7,410 square feet to 13,538 square feet.

Since Planning Commission approval, the developer and its representatives have been coordinating with City staff to develop the necessary improvement plans and determine the terms of the Subdivision Agreement in accordance with the conditions of approval for the development and City policy.

Analysis:

The procedure for approval of a Final Map is outlined in Title 8, Chapter 2, Article 8 of the Municipal Code. The process is summarized as follows:

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on January 27, 2021.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

In order to proceed with the development, the property owner is to enter into a Subdivision Agreement (Agreement) with the City to ensure the construction of the required public improvements. The Agreement specifies the obligations of the property owner regarding the fees, dedications, and improvements that are required as a condition of the subdivision, and guarantees that the required public improvements will be constructed.

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City as shown on Attachment 3. Road dedications include the right-of-way of Emery Drive, John Fremont Way, and Sam Brannan Way. Additional road right-of-way dedications are Sidney Court and Amber Court, both of which will be cul-de-sacs.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check, inspection, and water hot tap fees totaling \$84,521.01, of which \$31,606.46 has already been paid through Building Permit BLD21-00487 and \$24,734.13 has already been paid on Building Permit 21060008.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for Dunn Ranch Estates Unit 1.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with James R. Scott, Trustee of The Scott Family Trust dated November 6, 2000, providing for public improvements associated with the Dunn Ranch Estates Unit 1 Subdivision Map, approving the Dunn Ranch

Estates Unit 1 Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. [Subdivision is located south of Monroe Road and east of Royo Ranchero Drive]

Attachments:

1. Resolution approving Subdivision Agreement, Final Map, and Accepting for Dedication the Public Right-of-Way and Utility Easements
 - a) Exhibit A – Subdivision Agreement
 - b) Exhibit B – Final Map
2. Location Map

Prepared by:

/s/ Kevin Bradford

Kevin Bradford
Deputy Public Works Director – Engineering

Submitted by:

/s/ Dave Vaughn

Dave Vaughn
City Manager

Reviewed by:

Department Head

City Attorney

DL

SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SUBDIVISION AGREEMENT WITH JAMES R. SCOTT, TRUSTEE OF THE
SCOTT FAMILY TRUST DATED NOVEMBER 6, 2000 FOR THE DUNN RANCH ESTATES
UNIT 1, APPROVING THE DUNN RANCH ESTATES UNIT 1 FINAL MAP SUBDIVIDING
LAND INTO 56 PARCELS TO CONSTRUCT SINGLE-FAMILY RESIDENTIAL BUILDINGS,
AND ACCEPTING FOR DEDICATION THE PUBLIC RIGHT-OF-WAY AND UTILITY
EASEMENTS SHOWN THEREON**

WHEREAS, James R. Scott, Trustee of The Scott Family Trust dated November 6, 2000, ("subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "Dunn Ranch Estates Unit 1" ("final map"), pursuant to approved Tentative Map for Dunn Ranch Estates Unit 1 ("tentative map"); and

WHEREAS, the subdivision lies within the boundaries of the City of Yuba City; and

WHEREAS, the Planning Commission of the City of Yuba City, by formal resolution, approved said tentative map; and

WHEREAS, the City Engineer has subsequently reviewed the final map and has determined that the conditions of approval associated with the final map have been satisfied, that the final map is in substantial conformance with the tentative map, and that the final map is ready for City Council approval; and

WHEREAS, all the certificates which appear on the final map (except the approval certificate of the Council of the City of Yuba City and the recording certificate of the Recorder of the County of Sutter) have been signed and acknowledged and said final map has been filed for approval; and

WHEREAS, the final map conforms to all of the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards, except that Section 66492 and 66493 of the Subdivision Map Act may not be fully complied with at the time of passage of this resolution and owner having previously filed with the Clerk of the Board of Supervisors of Sutter County a Tax Compliance Certificate Request along with copies of the final map considered herewith by the Council; and,

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general and specific plans of the City; and,

WHEREAS, the owner, whose signature(s) appear on the final map, and others have offered for dedication certain streets, public utility easements, access rights and other public properties and uses as shown and delineated upon said final map; and

WHEREAS, required public improvements have not been completed by the subdivider as of the filing of the final map, and all required public improvements shall be required to be completed in accordance with a Subdivision Improvement Agreement approved by and between the City and the Subdivider; and

WHEREAS, the City Council now desires to approve the Subdivision Agreement with subdivider, approve the final map, and accept all dedications thereunder.

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

1. Subdivision Agreement: The City Council approves the Subdivision Agreement with James R. Scott, Trustee of The Scott Family Trust dated November 6, 2000, attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

2. Findings for Final Map: The City Council finds that:

- a. The final map is in substantial compliance with the tentative map, any deviations therefrom being deemed to be approved by the Council.
- b. The requisite conditions associated with the tentative map have been satisfied, subject to the terms of the Subdivision Agreement approved concurrently herewith.
- c. The final map is in conformance with the General Plan and any applicable specific plan(s).
- d. The final map conforms to all applicable requirements of the Subdivision Map Act of the State of California.

3. Approval of Final Map and Acceptance of Dedications: The City Council approves the final map attached hereto as Exhibit "B", subject to the terms of the Subdivision Agreement approved concurrently herewith, and subject to complete compliance with Sections 66492 and 66493 of the Subdivision Map Act prior to release of the final map for recordation. The City Council accepts any and all of the streets, public utility easements, public utility facilities, access rights and all parcels of land and easements offered for dedication on the final map, unless it is stated on the final map that said dedications are subject to City acceptance of subdivider-installed improvements, in which case acceptance shall be subject to improvement in accordance with Section 66477.1 of the California Government Code.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of November, 2021.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Subdivision Agreement
Exhibit "B" – Final Map (Dunn Ranch Estates Unit 1, City of Yuba City)

EXHIBIT A

WHEN RECORDED MAIL TO:

City Clerk
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

NO FEE-Government Code §6103

Public Works Department
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

SUBDIVISION AGREEMENT
FINAL MAP OF DUNN RANCH ESTATES UNIT 1
(Regarding Tentative Map No. 20-06, Dunn Ranch Estates Unit 1)

THIS AGREEMENT is made this _____ day of _____ 2021, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City," and **James R. Scott, Trustee of The Scott Family Trust dated November 6, 2000**, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider, situated in the City of Yuba City, County of Sutter, State of California, hereinafter referred to as the "Subject Property", dividing the real property more particularly described as follows:

Lots 1 through 56, inclusive, of the Final Map of Dunn Ranch Estates Unit 1 according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.

C. Section 8-2.809 of the Yuba City Municipal Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 20-06 dated January 27, 2021 issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Subdivider desires to construct the improvements and develop the Subject Property.

E. Subdivider hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on the Final Map, and in consideration of finding of substantial compliance with said Tentative Map, it is mutually agreed

and understood by and between Subdivider and City, and Subdivider and City do hereby mutually agree as follows:

1. The Subject Property is subject to the following:
 - a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.
 - b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 21-02, dated January 27, 2021 attached as Exhibit A and incorporated by reference.
 - c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of the Director's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by

Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on Dunn Ranch Estates Unit 1 (City Drawing No. 5534-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 21-02, dated January 27, 2021, and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

3. Impact and other Fees. Subdivider shall pay to City the total fees and charges due as a condition of Final Map approval, including those required by City Code Section 8-2.803 and 8-2.1515, and Chapter 10 of Title 8 of the City Code, as they may be amended. The total fees and charges are more particularly itemized and made a part of this Agreement in the attached Exhibit B, which is incorporated by reference.

4. Estimated Reimbursements for Certain Improvements. City shall pay to Subdivider those amounts, if any, shown in Exhibit C, which is incorporated by reference, at such time and only at such time as City has accepted those Improvements. Exhibit C represents City's participation and contribution to the Improvements which City recognizes will ultimately inure to the overall benefit of City, both in connection with the subject development and in connection with future developments. In connection with the amounts set forth in Exhibit C, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties as contemplated by City Code Section 8-2.1501. The parties acknowledge since the subject Improvements have not been completed at the time of execution of this Agreement, the actual cost of construction is not yet known. Some degree of reasonable estimation is incorporated into the calculations, including the amount of fee credits, if any. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance.

Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule.

5. Fee Credit Adjustments. With regard to fee credits including those referenced above and herein, Subdivider may receive designated fee credits from City as offsets toward a development impact fee for construction of certain required infrastructure improvements either as a part of this Agreement or at some future date. With regard to the amounts to be credited as referenced above, Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completely installed by Subdivider. Until then, and notwithstanding any other provision, Subdivider expressly agrees Subdivider has no right to any portion of any fee credit and the Public Works Director for City, in the Director's sole discretion, may unilaterally amend this Agreement effective upon mailed notice to Subdivider to adjust (including adding, reducing or removing) credits at any time prior to acceptance of all required infrastructure improvements by City. Upon adjustment, Subdivider shall pay in full any development impact fees, due from modification of the fee credit, prior to approval of the subdivision map or as may be deferred by a fee deferral covenant. If the subdivision map has already been approved, all such fees shall be promptly paid by Subdivider. City may enforce recovery of such fees in any manner available at law or in equity, including but not limited to private foreclosure and sale of the property in the manner provided in Section 2924 of the California Civil Code or successor statute.

6. Inspections. City shall inspect all Improvements. All Improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file with the City Engineer and the Public Works Standards, which said construction plans and Public Works Standards are hereby referred to and adopted and made a part of this Agreement. In the event there are not any Public Works Standards for any of said Improvements, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Division of Highways. All of said Improvements and materials shall be done, performed and installed under the inspection of and to the satisfaction of the City Engineer.

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider shall furnish to City the following improvement securities set forth in this paragraph. Improvement security shall be of the type as provided for in Government Code §66499 subject to review by the

City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

a. Performance Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of \$1,019,371.50 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.

b. Payment Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of \$1,019,371.50 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$509,685.75 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash.

8. Damage Prior to Final Acceptance. Any damage to the work or Improvements constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Subdivider before any securities are released or the final acceptance of the completed work.

9. Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of acceptance of the Improvements by City.

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount of \$281,736.70 which represents ten (10) percent of the total Engineer's Estimate of Probable Cost, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty

of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

11. No Right of Trespass. This Agreement shall in no way be construed as a grant by City of any rights to Subdivider to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.

12. Indemnification. Subdivider shall be obligated as follows:

a. To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; (v) Subdivider and Subdivider's employees, officers, agents, contractors or subcontractor's failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement.

b. Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section.

Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in paragraphs "a" and "b" of this Section, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law (including Section 2782.8 of the California Civil Code), from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

d. Subdivider further agrees that the use for any purpose and by any person of any and all of the streets and works and Improvements hereinbefore specified, shall be at the sole and exclusive risk of Subdivider at all times prior to final acceptance by City of the completed street and other improvements thereon and therein. This Section shall survive termination or expiration of this Agreement.

13. Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

a. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$1,000,000 aggregate for products and completed operations, and \$1,000,000 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$1,000,000 policy aggregate.

d. WORKERS' COMPENSATION insurance as required under the California Labor Code.

e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Subdivider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Subdivider shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, Subdivider shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Subdivider shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Subdivider's insurance shall be primary and no contribution shall be required of City. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a

minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement. Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by Subdivider or his/her/its subcontractors shall not be deemed to release or diminish the liability of Subdivider or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, its officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subdivider or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Subdivider, its principals, officers, agents, employees, persons under the supervision of Subdivider, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the Director of Public Works for City, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.

If Subdivider should subcontract all or any portion of the services to be performed under this Agreement, Subdivider shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements

shall be on file with Subdivider and City prior to the commencement of any work by the subcontractor.

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.

15. Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with the Public Works Standards shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.

16. Work by Subdivider. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. It shall further be the responsibility of Subdivider to give the City Engineer written notice not less than two working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the City Engineer may cause delay for which Subdivider shall be solely responsible.

17. Inspections. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

18. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their

respective service connections, and all other facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.

19. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 20-06 dated January 27, 2021, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

20. Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, ordinances, codes, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. It shall be the sole responsibility of Subdivider to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Subdivider agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement. Subdivider shall indemnify, defend, and hold harmless City and its officials and employees against any failure to comply with such laws, ordinances, codes, regulations, and rules. Subdivider shall comply with the codes or ordinances of City including the City Code and Building Codes.

21. Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

22. Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

23. Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

24. Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Sutter County Recorder.

25. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

26. Successor Statutes Incorporated. All references to a statute or ordinance shall incorporate any or all successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to Subdivider under this Agreement.

27. Incorporation of Attachments: All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

28. Time is of the Essence. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

29. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City.

30. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

31. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

32. Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

33. Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City's Director of the Department of Public Works issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Sutter County Recorder.

34. Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Sutter County, California.

35. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement

CITY OF YUBA CITY,
a General Law City

By: _____
Dave Vaughn, City Manager

ATTEST

By: _____
Ciara Wakefield, Deputy City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin,
City Attorney

Attachments:

- Exhibit A: Planning Commission Resolution No. PC 21-02 – Conditions of Approval
- Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
- Exhibit C: Fee Credits and Reimbursements Payable by City

SUBDIVIDER

The Scott Family Trust,
Dated November 6, 2000

By: _____
James R. Scott, as Trustee for The
Scott Family Trust Dated November
6, 2000

Dated: _____

**(Attach Notary Acknowledgments)*

EXHIBIT A

**PLANNING COMMISSION RESOLUTION NO. PC 21-02
CONDITIONS OF APPROVAL**

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

In accordance with this Agreement, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that Subdivider shall pay the following fees a minimum of ten (10) calendar days prior to the date of Council action on the Agreement, and prior to issuance of any building permits for the subject development.

- (1) Public Improvement Plan Check and Inspection Fee:
- 3% of the estimated total construction cost
- \$2,817,367.03 x .03 = \$84,521.01
- Fees paid on Building Permit BLD21-00487 -\$31,606.46
(1 – 6” hot tap, 3 – 8” hot taps)
- Fees paid on Building Permit 21060008 -\$24,734.13
(encroachment permit)
- SUBTOTAL (1) \$28,180.33
- (2) Sewer Extension Fees
- Developer constructing onsite sewer main. \$0.00
Reimbursement Agreement [Resolution No. 08-017 (Teal Hollow Unit 2)]
covering offsite sewer main extension:
- a) on North Colusa Frontage Road (APN 62-020-067) \$16,880.00
b) on North Colusa Frontage Road (APN 62-020-072) \$15,453.52
c) on Royo Ranchero Drive (APN 62-020-067) \$42,666.69
- Reimbursement Agreement [Resolution No. 08-017 (Teal Hollow Unit 2)]
covering oversizing: 7.10 acres x \$1,699.98 (APN 62-020-067) \$12,069.83
- SUBTOTAL (2) \$87,070.04
- (3) Sewer Connection Fees (per Section 6-5.504 Municipal Code)
- Deferred until application for building permits are filed. \$0.00
- (4) Water Extension Fees

Developer constructing onsite water main. \$0.00

(5) Water Connection Fees (per Section 6-6.05 Municipal Code)

Deferred until application for building permits are filed. \$0.00

(6) Drainage Fees (per Sutter County Zones of Benefit No. 4 and 5)

Deferred until application for building permits are filed. \$0.00

SUBTOTAL (3) \$0.00

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (1) + SUBTOTAL (2) + SUBTOTAL (3) \$115,250.37

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

NONE

EXHIBIT B

CERTIFICATE FOR FEE DEDICATION

A.) OWNER'S NAME AND ADDRESS:

INTERWEST HOMES CORP., A CALIFORNIA CORPORATION
950 THARP ROAD, SUITE 202
YUBA CITY, CA 95993

B.) PROPERTY BEING DEDICATED:

1. BEING ALL THAT REAL PROPERTY AS SHOWN AS ITEM 1 IN OWNER'S OFFER OF DEDICATION.

C.) THE CITY OF YUBA CITY SHALL RECONVEY THE ABOVE-DESCRIBED PROPERTY TO THE ABOVE-NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES 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.

NOTE: THE LOTS ON THIS MAP ARE SUBJECT TO A LANDSCAPE MAINTENANCE DISTRICT AND STREET LIGHT MAINTENANCE DISTRICT ASSESSMENT AND CFD 2021-1.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, SCOTT FAMILY TRUST DATED NOVEMBER 6, 2000, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "DUNN RANCH ESTATES - UNIT 1" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. STRIPS OF LAND INDICATED ON SAID PLAT AND DESIGNATED AS ROYO RANCHERO DRIVE, MONROE ROAD, EMERY DRIVE, JOHN FREMONT WAY, SAM BRANNAN WAY, SYDNEY COURT AND AMBER COURT.
2. EASEMENTS INDICATED AS 20.5' PSE (PUBLIC SERVICE EASEMENT), FOR, BUT NOT LIMITED TO SIDEWALK PURPOSES, CENTRALIZED MAIL DELIVERY UNITS, STREET SIGNS, TRAFFIC SAFETY SIGNS, LANDSCAPING, AND STREET LIGHTING.
3. EASEMENTS INDICATED AS 12.0' PUE (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE.

SCOTT FAMILY TRUST DATED NOVEMBER 6, 2000

BY: JAMES R. SCOTT, TRUSTEE OF THE SCOTT FAMILY TRUST DATED NOVEMBER 6, 2000

James R. Scott 10/27/21
PRINT NAME: DATE:

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 Yuba } SS

ON October 27, 2021 BEFORE ME

Roger K. Hanlin, NOTARY PUBLIC, PERSONALLY APPEARED

James R. Scott

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.

Roger K. Hanlin
SIGNATURE OF NOTARY

Roger K. Hanlin
NOTARY'S NAME

MY COMMISSION NUMBER 2143695

MY COMMISSION EXPIRES June 30, 2022

PRINCIPAL PLACE OF BUSINESS Yuba County

(County)

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2021, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY PLANNING COMMISSION ON JANUARY 27, 2021.

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF SUTTER } SS
CITY OF YUBA CITY

I, JACKIE SILLMAN, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF YUBA CITY HAS, BY RESOLUTION NO. _____ DULY AND REGULARLY PASSED BY SAID COUNCIL ON THE _____ DAY OF _____, 2021, APPROVED THE WITHIN MAP OF "DUNN RANCH ESTATES - UNIT 1" IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP, HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION HAS ACCEPTED ON BEHALF OF THE PUBLIC ITEM(S) 1, 2, AND 3 SHOWN IN THE OWNER'S OFFER OF DEDICATION.

JACKIE SILLMAN
CITY CLERK, CITY OF YUBA CITY

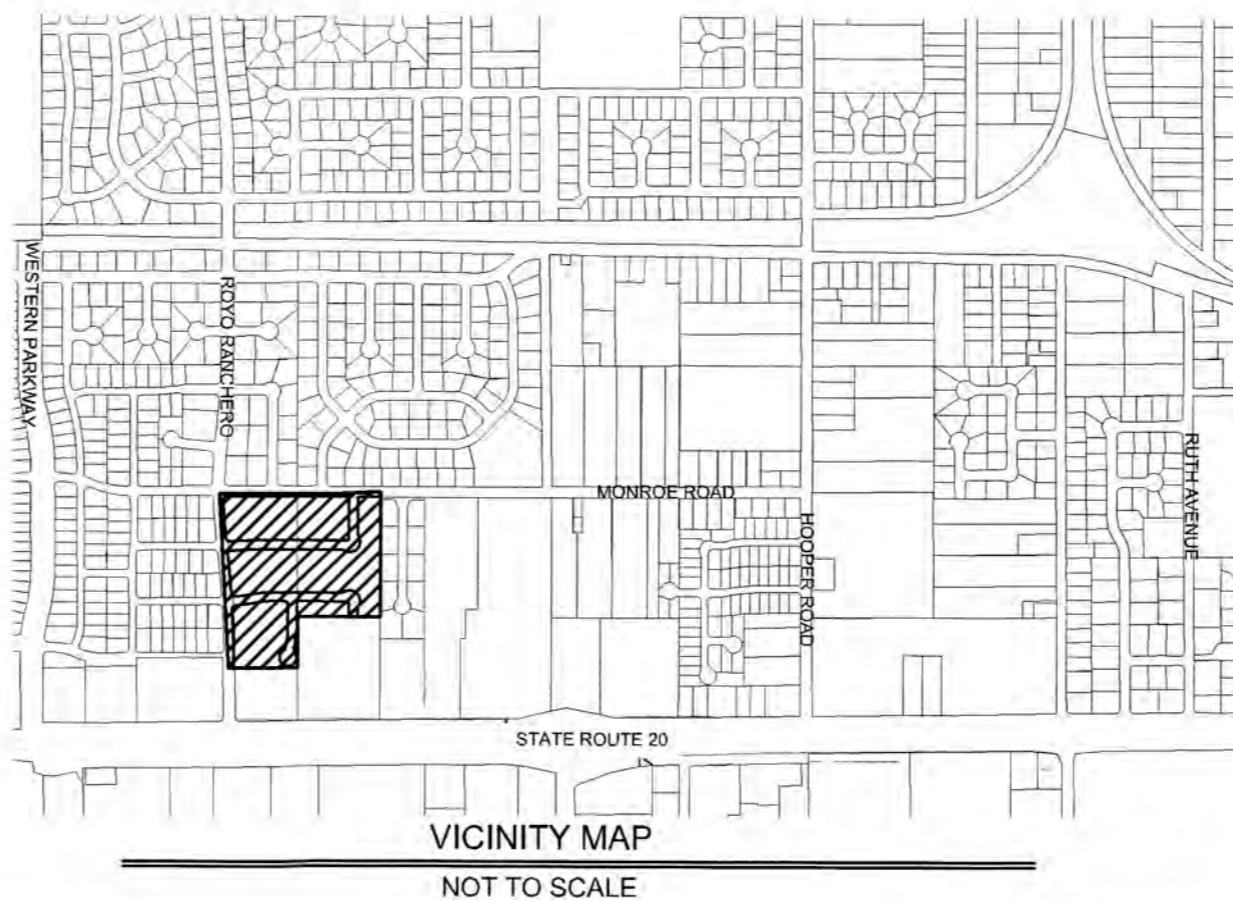
COUNTY TAX COLLECTOR'S STATEMENT

I, CHRISTINA N. HERNANDEZ, ACTING TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS. AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF \$ 15,255.36 FOR 2021-2022, WHICH ARE A LIEN BUT NOT YET PAYABLE. I CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66493 THAT SECURITY HAS BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES NOT YET PAYABLE.

ASSESSOR'S PARCEL NO. 62-020-067 & 62-020-072

DATE: October 26, 2021

Christina N. Hernandez
CHRISTINA N. HERNANDEZ, ACTING TREASURER AND TAX COLLECTOR
COUNTY OF SUTTER, STATE OF CALIFORNIA



VICINITY MAP

NOT TO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FILED SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF INTERWEST HOMES CORPORATION, ON SEPTEMBER 10, 2021. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

John S. Malley
JOHN S. MALLEY
P.L.S. 8457
EXPIRES: 12-31-2022



CITY ENGINEER'S STATEMENT

I DO HEREBY CERTIFY THAT THIS MAP HAS BEEN EXAMINED BY ME AND THAT THE SUBDIVISION, AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

Diana M. Langley
DIANA M. LANGLEY
CITY ENGINEER, R.C.E. 59616
EXPIRES: 12-31-21

CITY SURVEYOR'S STATEMENT

I, BENJAMIN K. MOODY, CITY SURVEYOR OF THE CITY OF YUBA CITY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: _____

Benjamin K. Moody
BENJAMIN K. MOODY
CITY SURVEYOR P.L.S. 9018
EXPIRES: 9-30-2023

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2021, AT _____ M. IN BOOK _____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF MHM INC.

Donna M. Johnston BY: _____
SUTTER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE PD. _____

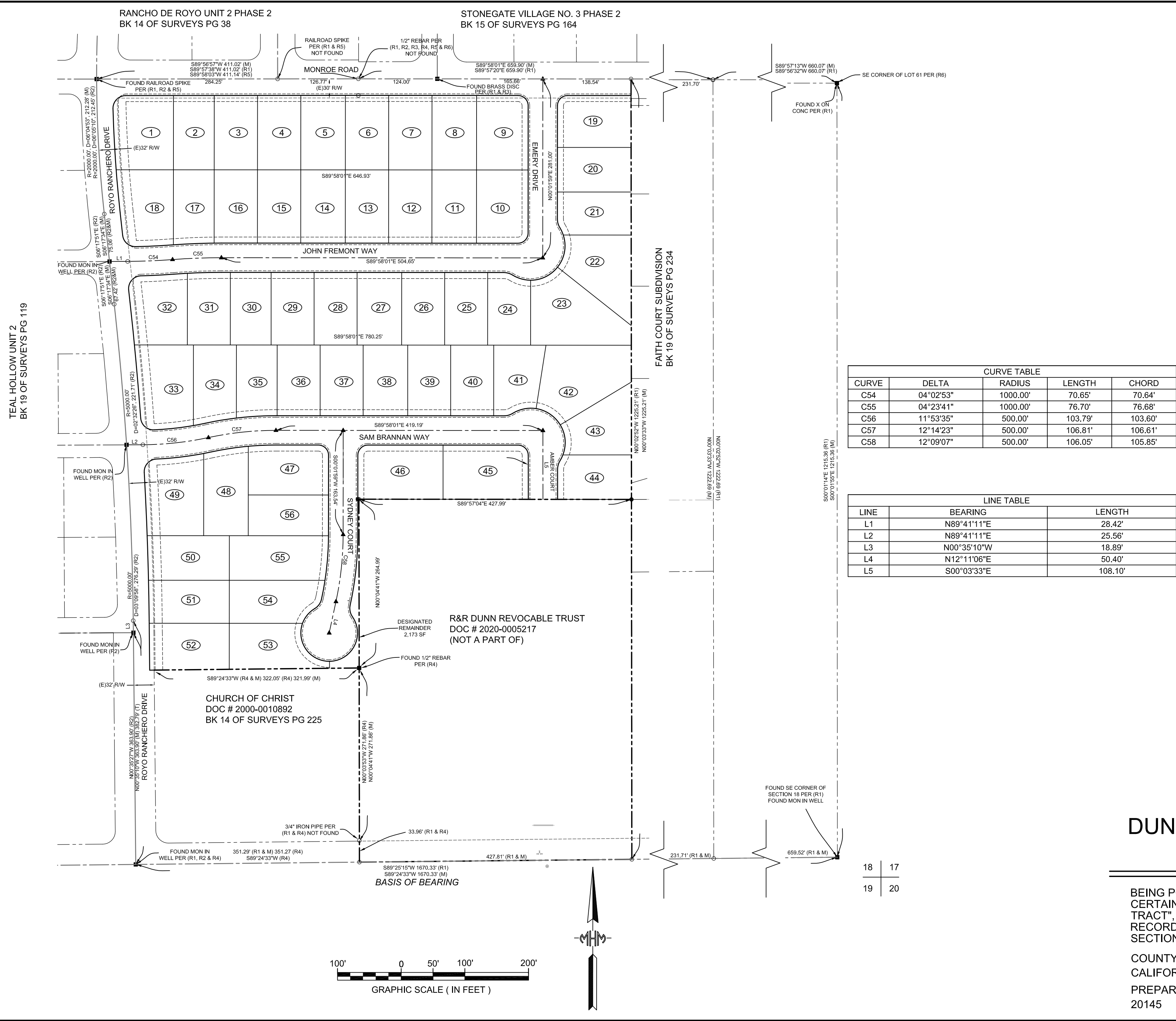
DUNN RANCH ESTATES - UNIT 1 CITY OF YUBA CITY

BEING PORTIONS OF LOTS 65, 70 AND 71 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT", BOOK 1 OF SURVEYS, PAGE 61, SUTTER COUNTY RECORDS, AND A PORTION OF SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER SEPTEMBER 2021
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
20145 SHEET 1 OF 4

RANCHO DE ROYO UNIT 2 PHASE 2
BK 14 OF SURVEYS PG 38

STONEGATE VILLAGE NO. 3 PHASE 2
BK 15 OF SURVEYS PG 164



LEGEND

- () EMBRACES RECORD DATA
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- M MEASURED
- S.F. SQUARE FEET
- (B.O.B.) BASIS OF BEARINGS
- FOUND MONUMENT AS SHOWN
- SET 5/8" REBAR W / CAP LS 8457
- CALCULATED POINT - NOTHING FOUND OR SET
- ▲ SET STANDARD CITY MONUMENT IN MONUMENT WELL STAMPED LS 5912

RECORD REFERENCES

- (R1) BOOK 19 OF SURVEYS, PAGE 234 - FAITH COURT
- (R2) BOOK 19 OF SURVEYS, PAGE 119 - TEAL HOLLOW UNIT 2
- (R3) BOOK 15 OF SURVEYS, PAGE 164 - STONEGATE VILLAGE NO. 3 PHASE 2
- (R4) BOOK 14 OF SURVEYS, PAGE 225 - RECORD OF SURVEY
- (R5) BOOK 14 OF SURVEYS, PAGE 38 - RANCHO DE ROYO UNIT 2 PHASE 2
- (R6) BOOK 1 OF SURVEYS, PAGE 61 - MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C54	04°02'53"	1000.00'	70.65'	70.64'
C55	04°23'41"	1000.00'	76.70'	76.68'
C56	11°53'35"	500.00'	103.79'	103.60'
C57	12°14'23"	500.00'	106.81'	106.61'
C58	12°09'07"	500.00'	106.05'	105.85'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°41'11"E	28.42'
L2	N89°41'11"E	25.56'
L3	N00°35'10"W	18.89'
L4	N12°11'06"E	50.40'
L5	S00°03'33"E	108.10'

BASIS OF BEARINGS

THE BEARING S89°24'34"W WAS ASSIGNED TO THE LINE BETWEEN THE FOUND MONUMENTS ON THE SOUTH LINE OF SECTION 18 IN NORTH COLUSA FRONTAG ROAD. THE BEARING FOR THIS LINE IS THE SAME AS SHOWN ON "TEAL HOLLOW UNIT NO.2" FILED IN BOOK 19 OF SURVEYS AT PAGE 119 SUTTER COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND, MULTIPLY BY 0.999917 TO OBTAIN GROUND DISTANCES.

SUBDIVIDED AREA = 13.61 ACRES

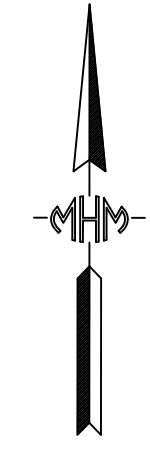
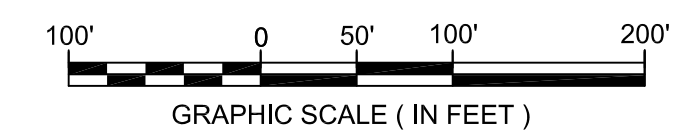
LOTS = 11.25 ACRES

ROADS = 2.36 ACRES

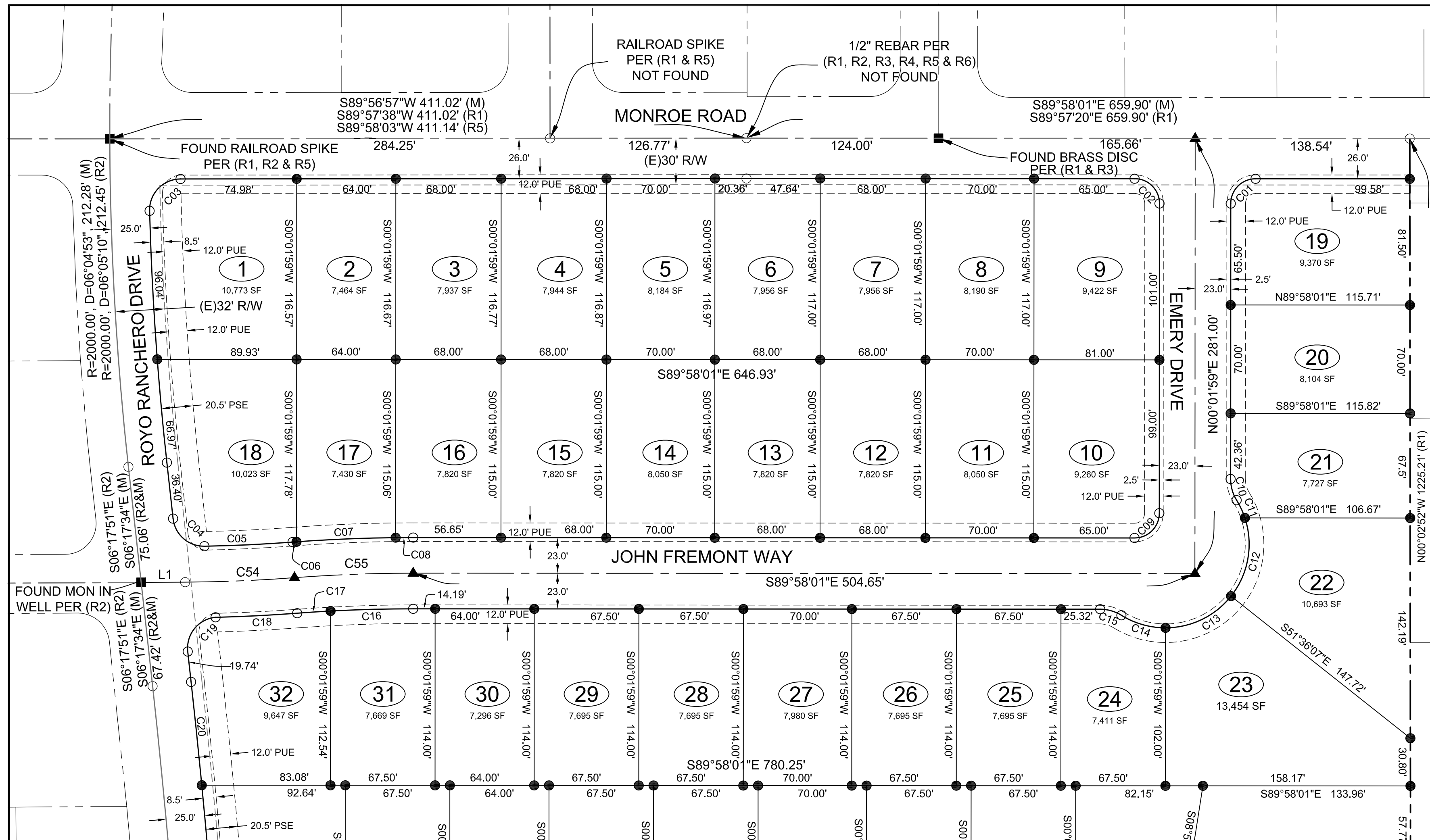
**DUNN RANCH ESTATES - UNIT 1
CITY OF YUBA CITY**

BEING PORTIONS OF LOTS 65, 70 AND 71 AS SHOWN ON THAT CERTAIN MAP ENTITLED " MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT", BOOK 1 OF SURVEYS, PAGE 61 , SUTTER COUNTY RECORDS, AND A PORTION OF SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER SEPTEMBER 2021
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
20145 SHEET 2 OF 4



18 | 17
19 | 20



LEGEND

- () EMBRACES RECORD DATA
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- M MEASURED
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RECORD REFERENCES

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BASIS OF BEARINGS

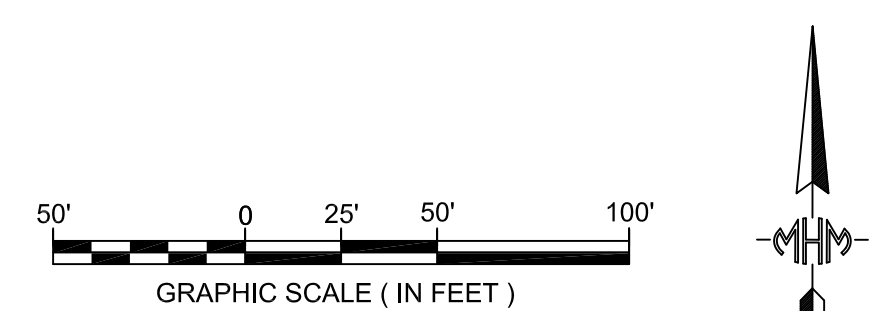
THE BEARING N00°35'27"W WAS ASSIGNED TO THE LINE BETWEEN THE FOUND MONUMENTS ON ROYO RANCHERO ROAD. THE BEARING FOR THIS LINE IS THE SAME AS SHOWN ON "TEAL HOLLOW" FILED IN BOOK 19 OF SURVEYS AT PAGE 119 SUTTER COUNTY RECORDS. THE DISTANCES SHOWN ARE GRID, MULTIPLY BY 1.000085 TO OBTAIN GROUND DISTANCES.

SUBDIVIDED AREA = 13.61 ACRES

LOTS = 11.25 ACRES

ROADS = 2.36 ACRES

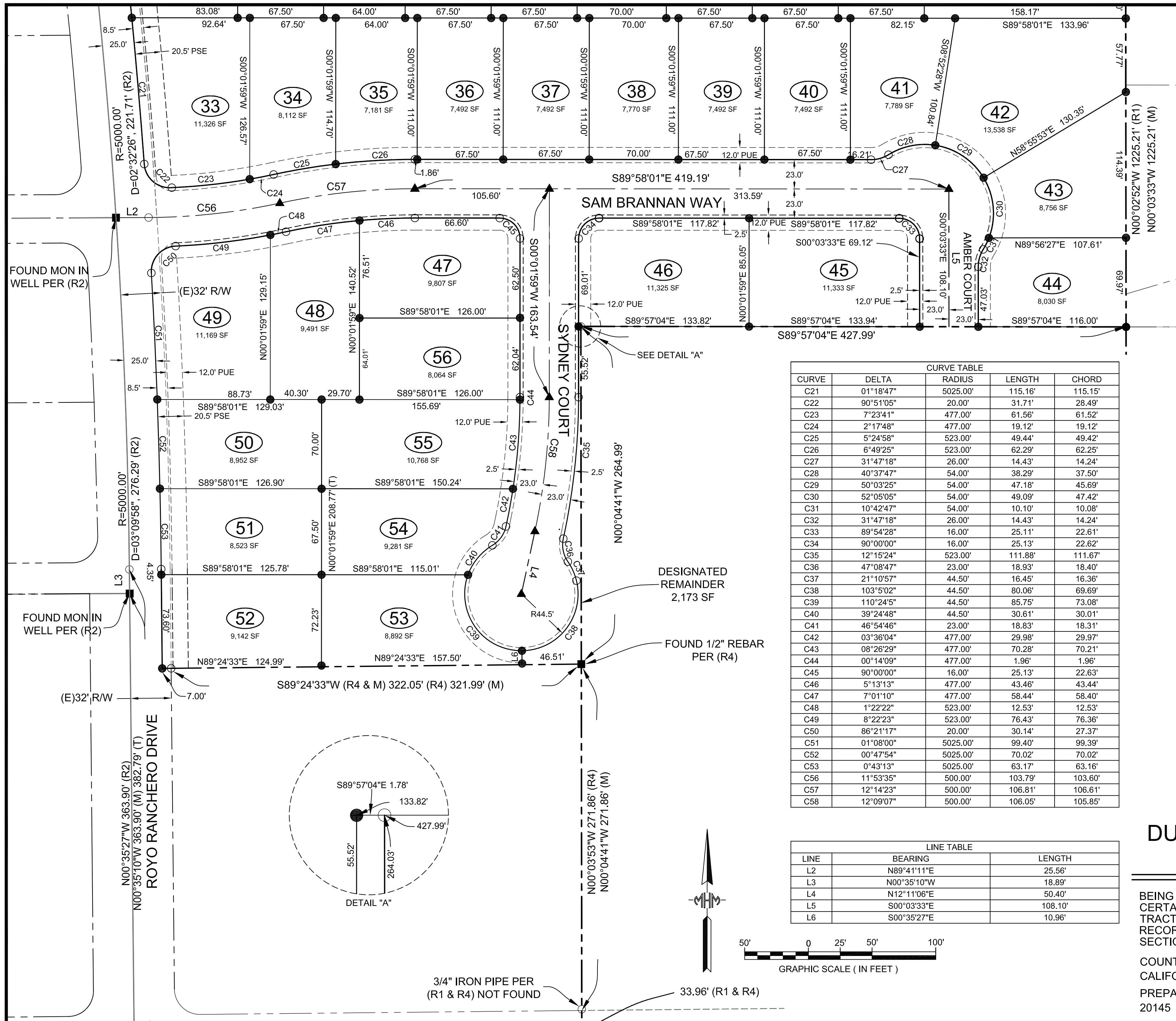
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	90°00'00"	16.00'	25.13'	22.63'
C2	90°00'00"	16.00'	25.13'	22.63'
C3	91°31'56"	20.00'	31.95'	28.66'
C4	84°43'24"	20.00'	29.57'	26.95'
C5	3°20'24"	977.00'	56.95'	56.94'
C6	0°08'35"	1,023.00'	2.55'	2.55'
C7	3°35'18"	1,023.00'	64.07'	64.06'
C8	00°38'10"	1,023.00'	11.36'	11.35'
C9	90°00'00"	16.00'	25.13'	22.63'
C10	31°47'18"	26.00'	14.43'	14.24'
C11	13°26'55"	54.00'	12.68'	12.65'
C12	56°42'17"	54.00'	53.44'	51.29'
C13	51°35'13"	54.00'	48.62'	46.99'
C14	31°49'17"	54.00'	30.01'	29.62'
C15	31°47'18"	26.00'	14.43'	14.24'
C16	3°07'41"	977.00'	53.34'	53.33'
C17	1°16'00"	977.00'	21.60'	21.60'
C18	2°57'24"	1,023.00'	52.79'	52.79'
C19	90°43'30"	20.00'	31.67'	28.47'
C20	00°45'53"	5,025.00'	67.07'	67.07'



**DUNN RANCH ESTATES - UNIT 1
CITY OF YUBA CITY**

BEING PORTIONS OF LOTS 65, 70 AND 71 AS SHOWN ON THAT CERTAIN MAP ENTITLED " MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT", BOOK 1 OF SURVEYS, PAGE 61, SUTTER COUNTY RECORDS, AND A PORTION OF SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER SEPTEMBER 2021
CALIFORNIA SCALE: 1"=50'
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
20145 SHEET 3 OF 4



- LEGEND**
- () EMBRACES RECORD DATA
 - PUE PUBLIC UTILITY EASEMENT
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- (R1) BOOK 19 OF SURVEYS, PAGE 234 - FAITH COURT
 - (R2) BOOK 19 OF SURVEYS, PAGE 119 - TEAL HOLLOW UNIT 2
 - (R3) BOOK 15 OF SURVEYS, PAGE 164 - STONEGATE VILLAGE NO. 3 PHASE 2
 - (R4) BOOK 14 OF SURVEYS, PAGE 225 - RECORD OF SURVEY
 - (R5) BOOK 14 OF SURVEYS, PAGE 38 - RANCHO DE ROYO UNIT 2 PHASE 2
 - (R6) BOOK 1 OF SURVEYS, PAGE 61 - MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT

BASIS OF BEARINGS

THE BEARING N00°35'27"W WAS ASSIGNED TO THE LINE BETWEEN THE FOUND MONUMENTS ON ROYO RANCHERO ROAD. THE BEARING FOR THIS LINE IS THE SAME AS SHOWN ON "TEAL HOLLOW" FILED IN BOOK 19 OF SURVEYS AT PAGE 119 SUTTER COUNTY RECORDS. THE DISTANCES SHOWN ARE GRID, MULTIPLY BY 1.000085 TO OBTAIN GROUND DISTANCES.

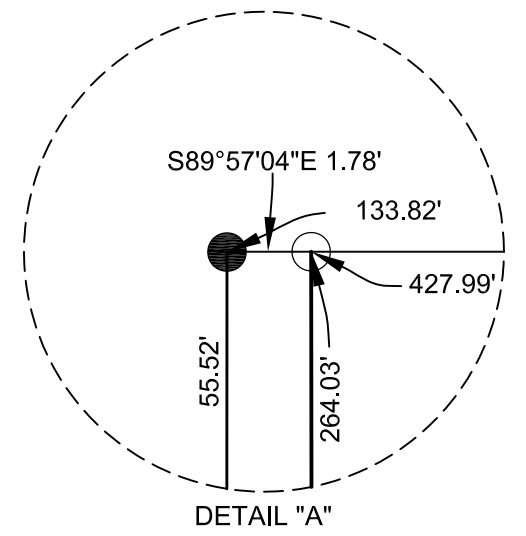
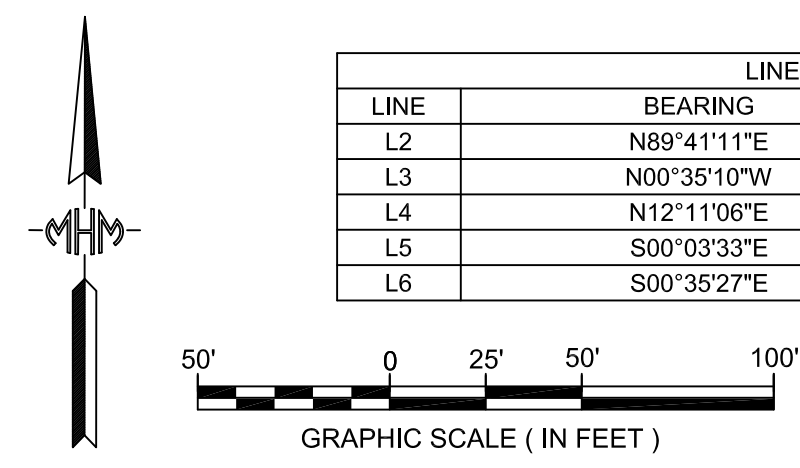
SUBDIVIDED AREA = 13.61 ACRES

LOTS = 11.25 ACRES

ROADS = 2.36 ACRES

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C21	01°18'47"	5025.00'	115.16'	115.15'
C22	90°51'05"	20.00'	31.71'	28.49'
C23	7°23'41"	477.00'	61.56'	61.52'
C24	2°17'48"	477.00'	19.12'	19.12'
C25	5°24'58"	523.00'	49.44'	49.42'
C26	6°49'25"	523.00'	62.29'	62.25'
C27	31°47'18"	26.00'	14.43'	14.24'
C28	40°37'47"	54.00'	38.29'	37.50'
C29	50°03'25"	54.00'	47.18'	45.69'
C30	52°05'05"	54.00'	49.09'	47.42'
C31	10°42'47"	54.00'	10.10'	10.08'
C32	31°47'18"	26.00'	14.43'	14.24'
C33	89°54'28"	16.00'	25.11'	22.61'
C34	90°00'00"	16.00'	25.13'	22.62'
C35	12°15'24"	523.00'	111.88'	111.67'
C36	47°08'47"	23.00'	18.93'	18.40'
C37	21°10'57"	44.50'	16.45'	16.36'
C38	103°5'02"	44.50'	80.06'	69.69'
C39	110°24'5"	44.50'	85.75'	73.08'
C40	39°24'48"	44.50'	30.61'	30.01'
C41	46°54'46"	23.00'	18.83'	18.31'
C42	03°36'04"	477.00'	29.98'	29.97'
C43	08°26'29"	477.00'	70.28'	70.21'
C44	00°14'09"	477.00'	1.96'	1.96'
C45	90°00'00"	16.00'	25.13'	22.63'
C46	5°13'13"	477.00'	43.46'	43.44'
C47	7°01'10"	477.00'	58.44'	58.40'
C48	1°22'22"	523.00'	12.53'	12.53'
C49	8°22'23"	523.00'	76.43'	76.36'
C50	86°21'17"	20.00'	30.14'	27.37'
C51	01°08'00"	5025.00'	99.40'	99.39'
C52	00°47'54"	5025.00'	70.02'	70.02'
C53	0°43'13"	5025.00'	63.17'	63.16'
C56	11°53'35"	500.00'	103.79'	103.60'
C57	12°14'23"	500.00'	106.81'	106.61'
C58	12°09'07"	500.00'	106.05'	105.85'

LINE TABLE		
LINE	BEARING	LENGTH
L2	N89°41'11"E	25.56'
L3	N00°35'10"W	18.89'
L4	N12°11'06"E	50.40'
L5	S00°03'33"E	108.10'
L6	S00°35'27"E	10.96'



DUNN RANCH ESTATES - UNIT 1 CITY OF YUBA CITY

BEING PORTIONS OF LOTS 65, 70 AND 71 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT", BOOK 1 OF SURVEYS, PAGE 61, SUTTER COUNTY RECORDS, AND A PORTION OF SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER SEPTEMBER 2021
CALIFORNIA SCALE: 1"=50'
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
20145 SHEET 4 OF 4

ATTACHMENT 2



Figure 1: Location Map: Dunn Ranch Estates
Tentative Subdivision Map 20-06