

## ITEM 4.13

### **CITY MANAGER'S REPORT SEPTEMBER 13, 2021, CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "OO2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4069 Village "OO2" within the Lakeside West District, Totaling 59 Single Family Lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC**

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#### **SUMMARY:**

The proposed Final Map for Tract 4069 will be the second and final tract map within the Village "OO" area. Kiper Homes is proposing fifty-nine (59) 45' x 100' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4069, Village "OO2", a Common Use Agreement with Island Reclamation District No. 2062 for portions of Tribune and Merrick Courts and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), included as Attachment "C".

#### **BACKGROUND:**

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside West District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2B area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4069 is within the geographic boundaries of VTM 3694 and Stage 2A.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The total cost of the improvements for Village "OO" is \$1,918,000, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION**  
**IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE “OO2”**  
**WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS**

Performance and labor & material securities were provided with the SIA for Tract 4068 that guarantee the unfinished improvements for Village “OO”, including both Tract 4068 and 4069, in the amount of:

Unfinished Improvement Total:	\$245,771
Performance Bond (120% of Unfinished Improvements):	\$270,348
Labor & Materials Bond (50% of Performance Bond)	\$135,174

The SIA for Tract 4069 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements (“Off-site Agreement”) that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4069, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village “OO” was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4068 Final Map in 2021. The CFDs are for the City, Reclamation District 2062, and River Islands Public Financing Authority (RIPFA).

There is also a need for a Common Use Agreement (CUA) between the City and Reclamation District No. 2062 (RD 2062) as a portions of Tribune and Merrick Courts share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Attachment “F”, sets forth the terms and conditions to which RD 2062 can install, operate and maintain its facilities, which protects the City’s street and other utilities that are located in Pegasus and Gemini Courts.

River Islands must satisfy the Escrow Instructions, included as Attachment “D”, to guarantee the payment of all fees and execution of the documents related to the SIA.

**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION**  
**IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "OO2"**  
**WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS**

**REASON FOR RECOMMENDATION:**

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4068	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4068	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 <sup>rd</sup> Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Village "OO" – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 18	Annexed with Tract 4068 on 2/8/2021
15. Common Use Agreement with Island Reclamation District No. 2062	Approval pending with this item
<b>Fees</b>	<b>Status</b>
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION**  
**IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "OO2"**  
**WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS**

**BUDGET IMPACT:**

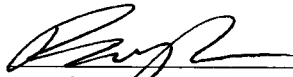
There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

**ATTACHMENTS:**


- A. Resolution Approving Final Map for Tract 4069 Village "OO2" within the Lakeside west District, Totaling 62 Single Family Lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "OO"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4069, Village "OO2"
- D. Escrow Instructions for Final Map Tract 4069 Village "OO2"
- E. Final Map - Tract 4069 Village "OO2"
- F. Common Use Agreement with Island Reclamation District No. 2062 for a portion of Tribune and Merrick Courts, and associated;
  - o Offer of Dedication for Public Utility Easement

**CITY MANAGER'S REPORT** **PAGE 5**  
**SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION**  
**IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "002"**  
**WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS**

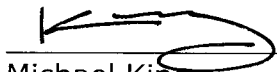
**APPROVALS**

  
\_\_\_\_\_  
Brad Taylor  
Land Development Manager

8/24/2021  
Date

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

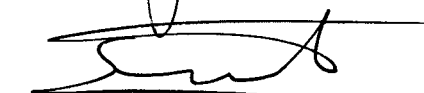
8/24/21  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director

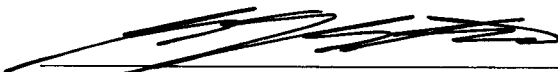
8.25.2021  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative Services Director

8/26/2021  
Date

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

8-25-2021  
Date

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

8-31-21  
Date

**RESOLUTION NO. 21-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4069 VILLAGE "OO2" WITHIN THE LAKESIDE WEST DISTRICT, TOTALING 59 SINGLE FAMILY LOTS, A COMMON USE AGREEMENT AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC**

**WHEREAS**, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

**WHEREAS**, on December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project; and

**WHEREAS**, the land for the proposed Final Map for Tract 4069 is within the geographic boundaries of VTM 3694 and Stage 2B; and

**WHEREAS**, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

**WHEREAS**, performance and labor & material securities were provided with the SIA for Tract 4068 that guarantee the unfinished improvements for Village "OO", including both Tract 4068 and 4069, in the amount as follows; and

Unfinished Improvement Total:	\$245,771
Performance Bond (120% of Unfinished Improvements):	\$270,348
Labor & Materials Bond (50% of Performance Bond)	\$135,174

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

**WHEREAS**, there is a need for a Common Use Agreement (CUA) between the City and Reclamation District No. 2062 (RD 2062) as a portions of Tribune and Merrick Courts share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Attachment "F" to the City Manager's Report; and

**WHEREAS**, River Islands Stage 2B must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

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

1. The Final Map for Tract 4069, Village "OO2", and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2B, LLC in substantially the form as attached to the September 13, 2021 staff report, the file executed copy will be filed with the City Clerk.
3. The City Manager, or their designee, is authorized to execute a Common Use Agreement with Reclamation District 2062 and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC, in substantially the form as attached to the City Manager's Report as Attachment "F", and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 13<sup>th</sup> day of September 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

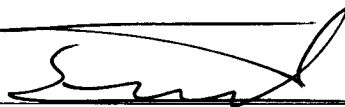
ABSENT:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



LAKE 13



VILLAGE NN-1

VILLAGE NN-2

VILLAGE EE-2

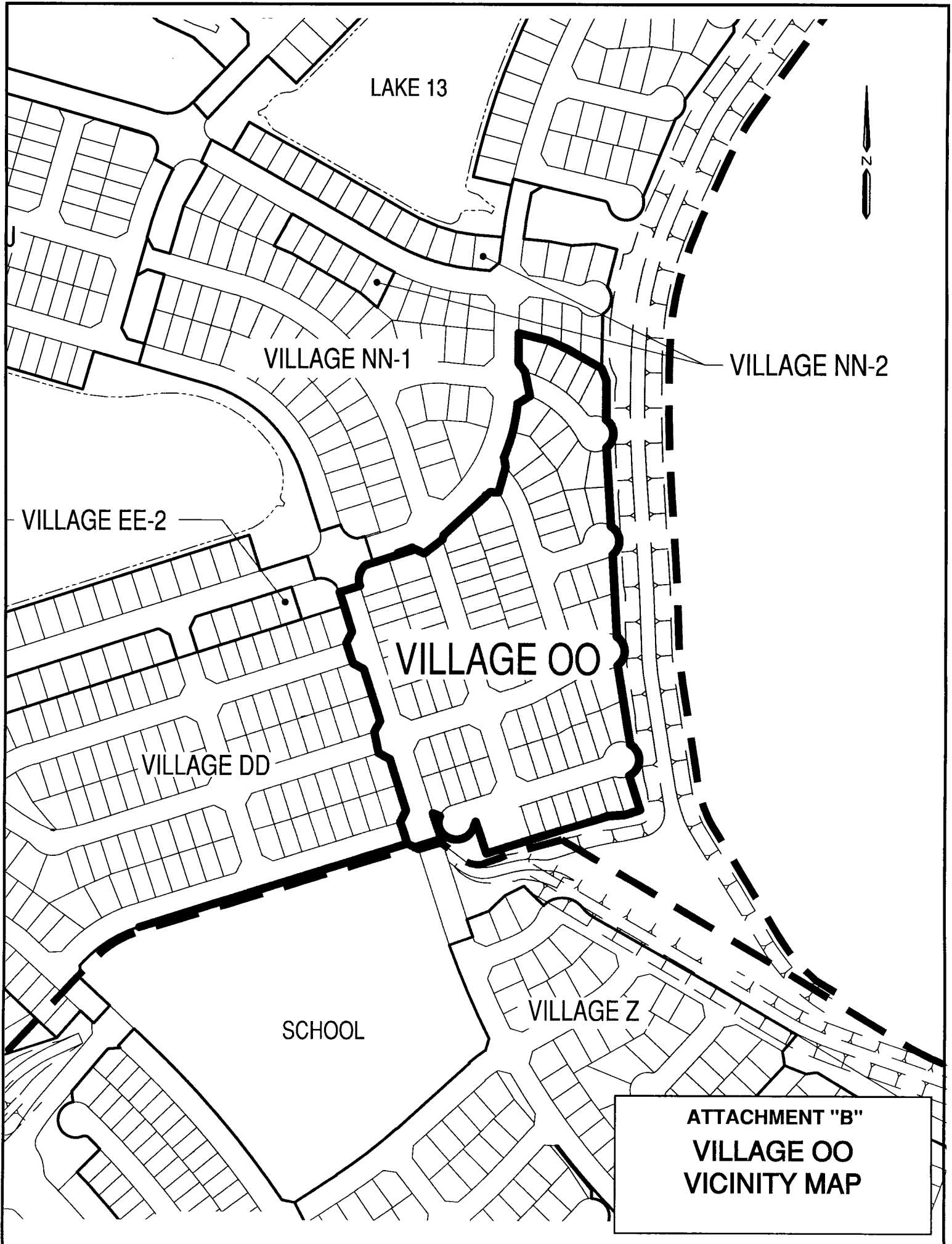
VILLAGE OO

VILLAGE DD

SCHOOL

VILLAGE Z

**ATTACHMENT "B"**  
**VILLAGE OO**  
**VICINITY MAP**



**SUBDIVISION IMPROVEMENT AGREEMENT**  
**BY AND BETWEEN THE CITY OF LATHROP AND**  
**RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY**  
**FOR TRACT 4069 VILLAGE “OO2” 59 RESIDENTIAL LOTS**

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**RECITALS**

A. This Agreement is made and entered into this **13<sup>th</sup> day of September 2021**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Stage 2B, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4069. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4069 (Village “OO”) located within the Lakeside West District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the SIA for Tract 4068 that guarantee the unfinished improvements for Village “OO”, which includes Tract 4069, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4069.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4069 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4069 and Village “OO” overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4069 are required security as outlined in this Agreement is required.

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

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside West neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4069 that is conveyed to a private interest not associated with the transfer of title of Tract 4069 associated with the filing of Tract 4069 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4069, or September 13, 2022, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

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

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$191,800, equal to 10% of the estimated cost of the Improvements for the Village "OO" entire area (\$1,918,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Village "OO" as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4068 that guarantee the unfinished improvements for Village "OO", which includes Tract 4069, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4069. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

**Table 1 – Bond Values**

Unfinished Improvement Total:	\$245,771
Performance Bond (Bond No. 0757341):	\$270,348
Labor & Materials Bond (Bond No. 0757341)	\$135,174

9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4069.

20. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4069

EXHIBIT B TRACT 4069 AND VILLAGE "OO" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "OO"  
IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of September 2021, at Lathrop, California.

ATTEST: TERESA VARGAS  
City Clerk of and for the City  
of Lathrop, State of California

CITY OF LATHROP, a  
municipal corporation of the  
State of California

BY: \_\_\_\_\_  
Teresa Vargas                      Date  
City Clerk

BY: \_\_\_\_\_  
Stephen J. Salvatore              Date  
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY: \_\_\_\_\_  
Salvador Navarrete              Date  
City Attorney



Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

SUBDIVIDER

River Islands Stage 2B, LLC,  
a Delaware limited liability company

BY: \_\_\_\_\_  
Susan Dell'Osso  
President

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

**EXHIBIT "A"**

**FINAL MAP - TRACT 4069**

**OWNERS STATEMENT**

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE ANY RECORD TITLE INTEREST OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002", CITY OF LATHROP, CALIFORNIA, CONSISTING OF CERTAIN STRIPS, PARCELS, EASEMENTS, AND INTERESTS, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

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

- TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS MERRICK COURT AND TREMUE COURT AS SHOWN ON THIS FINAL MAP
- A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, PALES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT)

THE UNDERSIGNED DOES HEREBY BELONGUSH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 10, 11, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP

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

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A, B AND C AS SHOWN ON THIS MAP SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVERTED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP

OWNERS: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELL'OSSO DATE: \_\_\_\_\_ 2021  
 ITS PRESIDENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, DOCUMENT NUMBER 201607171 AND AMENDED DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 201700771 AND EARLIER MAPS AND INSTRUMENTS RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046008, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: \_\_\_\_\_  
 NAME \_\_\_\_\_  
 ITS \_\_\_\_\_

**ACKNOWLEDGEMENT CERTIFICATE (OWNERS)**

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

STATE OF CALIFORNIA }  
 COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_ 2021 BEFORE ME, \_\_\_\_\_ 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/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(ITIES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXCLUDED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE \_\_\_\_\_  
 NAME (PRINT) \_\_\_\_\_  
 PRINCIPAL COUNTY OF BUSINESS \_\_\_\_\_  
 MY COMMISSION NUMBER \_\_\_\_\_  
 MY COMMISSION EXPIRES \_\_\_\_\_

**TRACT 4069  
 RIVER ISLANDS - STAGE 2B  
 VILLAGE 002**

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



**CITY CLERK'S STATEMENT**

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE FOREGOING MAP, PLATS, AND INSTRUMENTS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ ONLY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RECLAMATION OF ACCESS RIGHTS TO LOTS 1, 10, 11, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59 ALONG THE LOT LINES AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

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

**ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)**

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

STATE OF CALIFORNIA }  
 COUNTY OF SAN JOAQUIN }

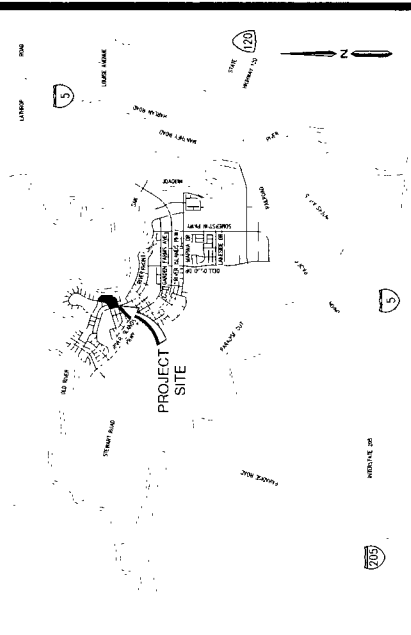
ON \_\_\_\_\_ 2021 BEFORE ME, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(ITIES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXCLUDED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE \_\_\_\_\_  
 NAME (PRINT) \_\_\_\_\_  
 PRINCIPAL COUNTY OF BUSINESS \_\_\_\_\_  
 MY COMMISSION NUMBER \_\_\_\_\_  
 MY COMMISSION EXPIRES \_\_\_\_\_

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



**VICINITY MAP  
 NOT TO SCALE**

**SECRETARY OF THE PLANNING COMMISSION'S STATEMENT**

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

MARK WESSNER, COMMUNITY DEVELOPMENT DIRECTOR  
 CITY OF LATHROP

**CITY ENGINEERS STATEMENT**

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE REVIEWED THE WITHIN MAP, PLATS, AND INSTRUMENTS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ ONLY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RECLAMATION OF ACCESS RIGHTS TO LOTS 1, 10, 11, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59 ALONG THE LOT LINES AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

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



**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_\_ M  
 IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY  
 FEE \$ \_\_\_\_\_

STEVE BESTOLARDES BY \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER  
 ASSESSOR-RECORDER-COUNTY CLERK  
 SAN JOAQUIN COUNTY, CALIFORNIA

# TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)  
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2021



## CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002", CITY OF LAHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

DARRYL A. ALEXANDER, P.L.S. 5071  
ACTING CITY SURVEYOR



## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 11, 2020. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO EMERGE THIS SURVEY TO BE RETRACED; AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMORDED KESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.



DYLAN CRAWFORD, P.L.S. NO. 7788

## RECITALS

- RIGHT TO FARM STATEMENT.  
THE CITY OF LAHROP, MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LAHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES YOU ARE HEREBY NOTICED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND SPRAYERS AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, AND ANIMALS FROM DEPRECIATION AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, OILS, PESTS AND PESTS BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- AGSOLS REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LAHROP, CALIFORNIA" HAS BEEN PREPARED FOR THIS PROJECT AND IS ATTACHED TO THIS MAP AS EXHIBIT 25. AGS HAS BEEN PREPARED FOR THIS PROJECT BY ENCO, INCORPORATED, 10521 DOWLE CIRCLE, SUITE 100, DALLAS, TEXAS 75243.
- TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002, CONTAINS 59 RESIDENTIAL LOTS CONTAINING 8.23 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP AND PARCELS A, B AND C CONTAINING 0.08 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4069 AREA SUMMARY	
LOTS 1 THROUGH 59	7.367 AC±
STREET DEDICATION	0.865 AC±
PARCELS A, B AND C	0.076 AC±
TOTAL	8.31 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021990-LR, DATED JUNE 21, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

## REFERENCES

- TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- TRACT 4055, RIVER ISLANDS-STAGE 2B, VILLAGE DD1, FILED JANUARY 28, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 156, S.J.C.R. (43 MAP 156)
- TRACT 4063, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- TRACT 4068, RIVER ISLANDS-STAGE 2B, VILLAGE 001, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 162)
- TRACT 0071, RIVER ISLANDS-STAGE 2B, VILLAGE INN1, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 166)

## SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING UNDER AND ADJACENT TO THE PROPERTY DESCRIBED IN THIS MAP, ORDER NUMBER 1214021990-LR, DATED JUNE 21, 2021.
- LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2052 PER DOCUMENT NUMBER 2018-860995, S.J.C.R.

## LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
L1	N65°16'03"W	35.91'
L2	N27°18'53"E	35.36'
L3	N62°41'07"W	35.36'
L4	N72°18'53"E	74.09'
L5	N89°04'28"W	40.57'
L6	N21°46'40"E	38.60'
L7	N61°14'28"E	58.63'
L8	N72°18'53"E	43.07'
L9	N62°41'07"W	35.36'
L10	N18°24'59"E	29.46'
L11	N11°16'14"E	42.81'
L12	N344°49'W	139.09'

LINE	DIRECTION	LENGTH
L13	N3°44'49"W	102.24'
L14	N2°46'35"W	30.66'
L15	N1°38'38"W	102.69'
L16	N3°14'00"W	123.29'
L17	N9°43'36"W	27.37'
L18	N0°00'00"E	148.06'
L19	N76°19'41"W	87.25'
L20	N66°11'09"W	59.75'
L21	N60°28'13"W	107.76'
L22	N73°52'07"E	19.73'
L23	N72°18'53"E	98.07'
L24	N61°14'28"E	108.32'

CURVE	RADIUS	DELTA	LENGTH
C1	55.00	90°00'00"	86.39'
C2	485.00	5°09'52"	43.72'
C3	270.00	17°09'44"	60.87'
C4	270.00	11°04'25"	52.18'
C5	485.00	17°48'56"	150.81'
C6	3103.00	2°02'54"	110.93'
C7	50.00	91°31'23"	79.87'
C8	3103.00	1°38'47"	89.16'
C9	50.00	92°01'58"	80.31'
C10	50.00	62°20'3"	5.56'

CURVE	RADIUS	DELTA	LENGTH
C11	330.00	25°13'46"	145.31'
C12	485.00	23°27'42"	198.60'
C13	1965.00	0°15'02"	8.59'
C14	2000.00	4°08'07"	144.35'
C15	450.00	28°05'33"	220.64'
C16	450.00	31°15'50"	245.55'
C17	450.00	12°57'30"	101.77'
C18	300.00	11°04'25"	57.98'
C19	300.00	33°13'51"	174.00'

# TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



## LEGEND

- ① SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ② FOUND MONUMENT PER (R1)
- ③ FOUND MONUMENT PER TRACT 4068 (R4)
- ④ FOUND MONUMENT PER TRACT 4068 (R4)
- ⑤ FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ⑥ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- ⑦ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⑧ RESTRICTED ACCESS
- ⑨ BOUNDARY
- ⑩ LOT LINE OR RIGHT-OF-WAY LINE
- ⑪ EASEMENT LINE
- ⑫ CENTERLINE
- ⑬ MEASURED AND RECORD DATA PER REFERENCE (R1)
- ⑭ DOTTED REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- ⑮ MONUMENT TO BOUNDARY
- ⑯ MONUMENT TO MONUMENT
- ⑰ MONUMENT TO CENTERLINE INTERSECTION
- ⑱ RADIAL BEARING
- ⑲ BOUNDARY
- ⑳ DOCUMENT NUMBER
- ㉑ PUBLIC UTILITY EASEMENT
- ㉒ P.U.E.
- ㉓ L1/C1/R1
- ㉔ ① EASEMENT REFERENCE NUMBER (SEE THIS SHEET)

## NOTES

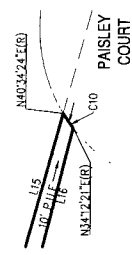
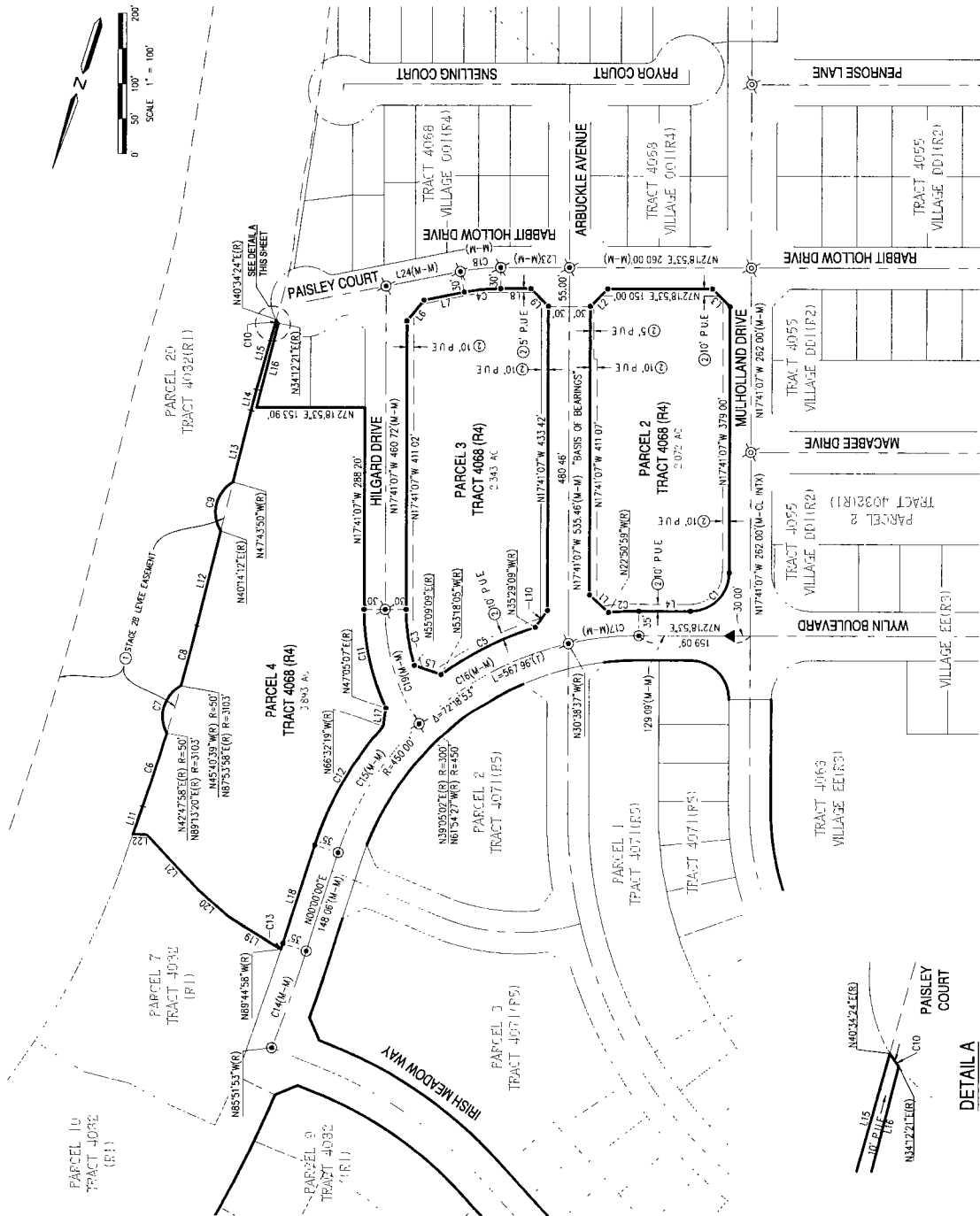
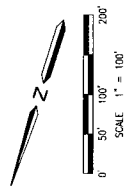
1- SEE SHEET 2 FOR REFERENCES AND LINE AND CURVE TABLES

## BASIS OF BEARINGS

THE BEARINGS OF NORTH 174°07' WEST BETWEEN FOUND MONUMENTS ALONG ARBUCKLE AVENUE AND RABBIT HOLLOW DRIVE WERE MEASURED AND RECORDED IN MAPS AND PLATS, AT PAGE 82, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

## EASEMENTS

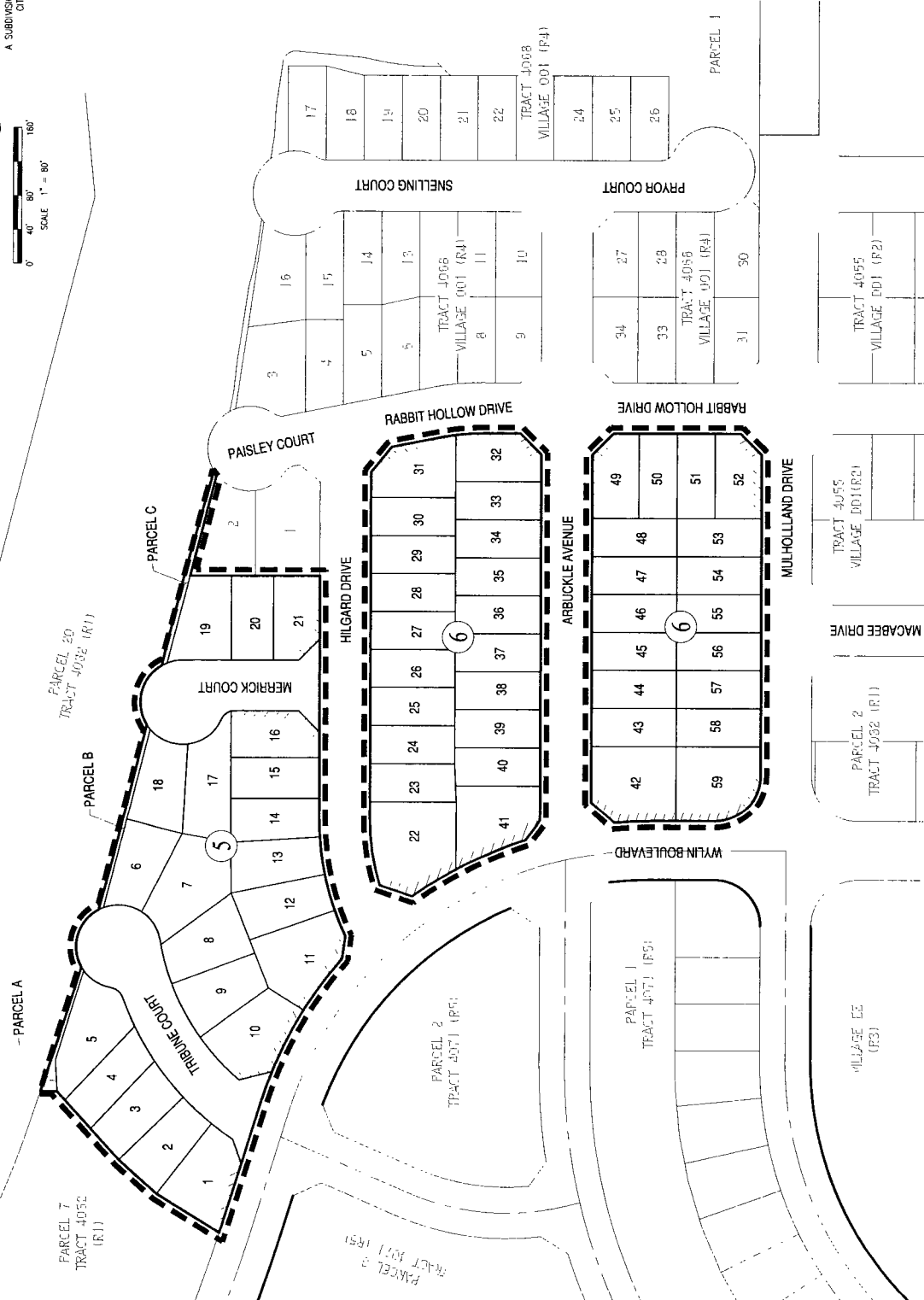
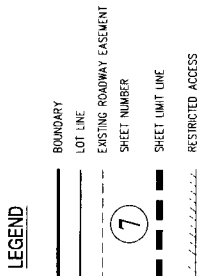
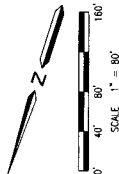
- ① STAGE 2B (LOCAL EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2082 PER DN 2018-860095, S.J.C.R.
- ② PUBLIC UTILITY EASEMENT PER TRACT 4068, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 162)



# TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4688 (43 MAP 162)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021

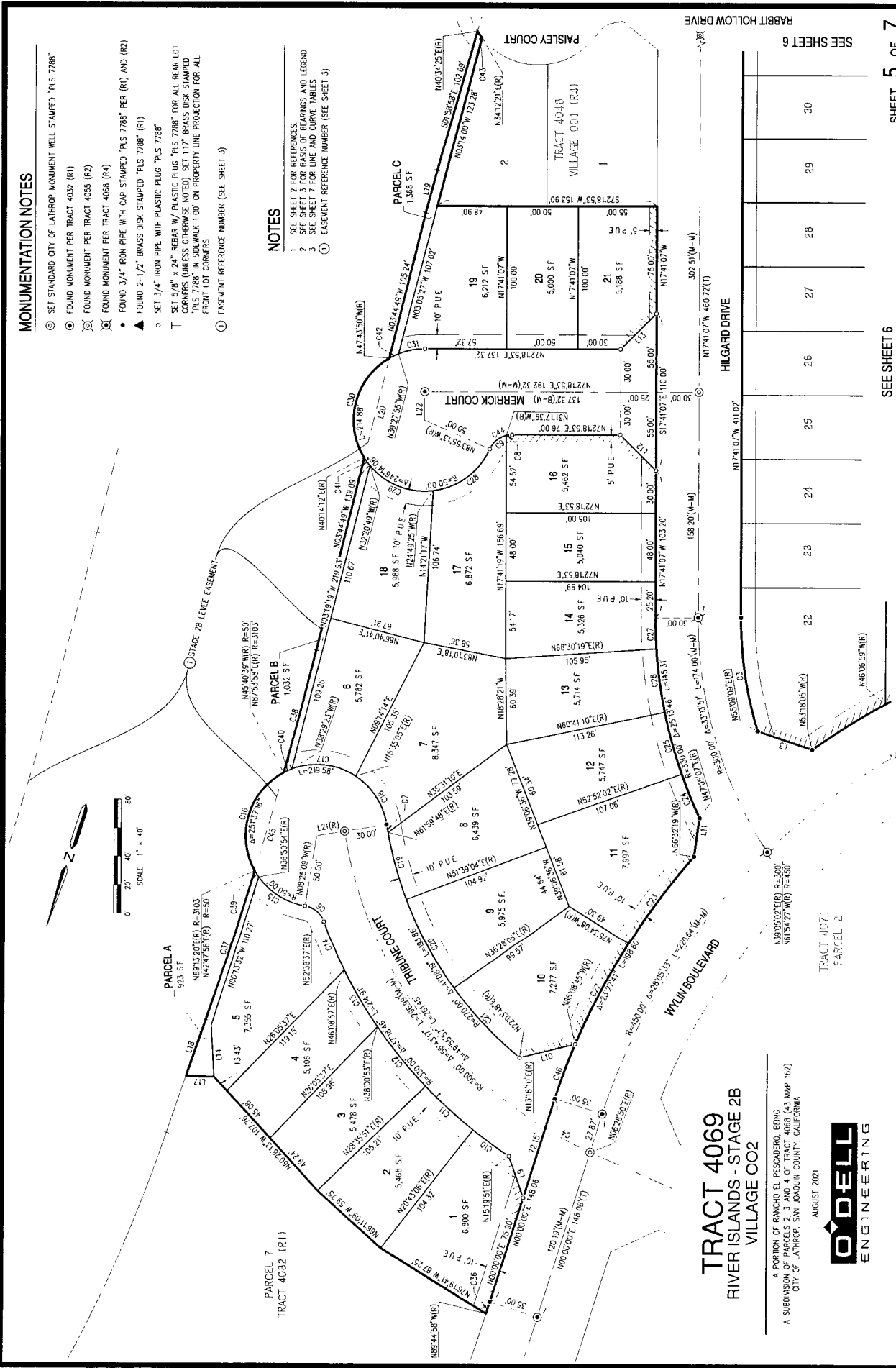


**MONUMENTATION NOTES**

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4055 (R2)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R4)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1'00" ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- ⓪ EASEMENT REFERENCE NUMBER (SEE SHEET 3)

**NOTES**

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 3 FOR LINE AND CORNER TABLES
- ⓪ EASEMENT REFERENCE NUMBER (SEE SHEET 3)



**TRACT 4069**  
**RIVER ISLANDS - STAGE 2B**  
**VILLAGE 002**

A PORTION OF RANCHO EL PESCADERO, BRONS  
 A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (AS MAP 162)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



TRACT 4071  
 PARCEL 2

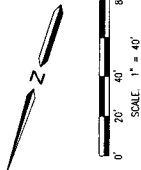
SEE SHEET 6

SHEET 5 OF 7

# TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



### NOTES

1. SEE SHEET 2 FOR REFERENCES
  2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
  3. SEE SHEET 7 FOR LINE AND CURVE TABLES.
- ① EASEMENT REFERENCE NUMBER (SEE SHEET 3)

### MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4055 (P2)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R4)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- ① EASEMENT REFERENCE NUMBER (SEE SHEET 3)



# TRACT 4069

## RIVER ISLANDS - STAGE 2B

### VILLAGE 002

A PORTION OF RANCHO EL PESQUERO, BEING  
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4888 (43 MAP 162)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 12 ONLY

LINE	DIRECTION	LENGTH
L1	N65°16'03"W	38.91'
L2	N18°24'32"E	29.46'
L3	N89°04'28"W	40.57'
L4	N21°46'40"E	38.60'
L5	N72°18'53"E	43.07'
L6	N62°41'07"W	35.36'
L7	N27°18'53"E	35.36'
L8	N62°41'07"W	35.36'
L9	N37°20'05"W	30.32'
L10	N89°27'32"E	40.25'
L11	N89°43'36"W	27.37'
L12	N62°41'07"W	35.36'
L13	N72°18'53"E	35.36'
L14	N20°50'17"W	36.66'
L15	S20°13'48"E	19.11'
L16	S20°13'48"E	25.94'
L17	N73°52'07"E	19.73'
L18	N1°16'14"E	42.61'
L19	N2°46'35"W	30.69'
L20	N3°44'49"W	71.95'
L21	N63°52'07"E	20.00'
L22	N17°41'07"W	20.00'

CURVE	RADIUS	DELTA	LENGTH
C1	55.00	90°00'00"	86.39'
C2	485.00	50°55'2"	43.72'
C3	270.00	17°09'44"	80.87'
C4	300.00	6°47'20"	35.55'
C5	270.00	11°04'25"	52.16'
C6	17.00	61°03'47"	18.12'
C7	270.00	11°21'9"	5.66'
C8	17.00	13°36'32"	4.04'
C9	17.00	52°37'34"	15.61'
C10	330.00	57°1'5"	31.03'
C11	330.00	75°45'1"	45.38'
C12	330.00	92°5'03"	54.24'
C13	330.00	80°5'03"	46.85'
C14	330.00	67°9'41"	37.41'
C15	50.00	45°16'03"	39.50'
C16	50.00	91°31'23"	78.87'
C17	50.00	54°04'28"	47.19'
C18	50.00	47°37'02"	41.55'
C19	270.00	107°0'45"	48.75'
C20	270.00	157°5'58"	71.55'

CURVE	RADIUS	DELTA	LENGTH
C21	270.00	142°41'6"	67.88'
C22	485.00	93°13'7"	81.07'
C23	485.00	30°14'5"	76.44'
C24	330.00	5°46'55"	33.30'
C25	330.00	7°49'09"	45.03'
C26	330.00	7°49'09"	45.03'
C27	330.00	3°48'34"	21.94'
C28	50.00	59°55'48"	51.57'
C29	50.00	57°10'14"	48.89'
C30	50.00	82°03'58"	80.31'
C31	50.00	21°46'48"	19.01'
C32	485.00	71°10'7"	60.82'
C33	485.00	103°37'50"	89.99'
C34	270.00	35°11'8"	18.17'
C35	270.00	71°30'8"	34.02'
C36	1985.00	0°15'02"	8.59'
C37	3103.00	2°02'54"	110.83'
C38	3103.00	1°38'47"	89.16'
C39	50.00	55°7'04"	5.19'
C40	50.00	71°11'6"	6.27'

CURVE	RADIUS	DELTA	LENGTH
C41	50.00	75°32'3"	6.89'
C42	50.00	81°55'5"	7.21'
C43	50.00	67°2'04"	5.56'
C44	17.00	65°14'06"	19.65'
C45	3103.00	11°52'2"	71.65'
C46	485.00	45°11'5"	41.09'

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

**EXHIBIT "B"**

**TRACT 4069 VILLAGE "OO" AREA**

LAKE 13



VILLAGE NN-1

VILLAGE NN-2

VILLAGE EE-2

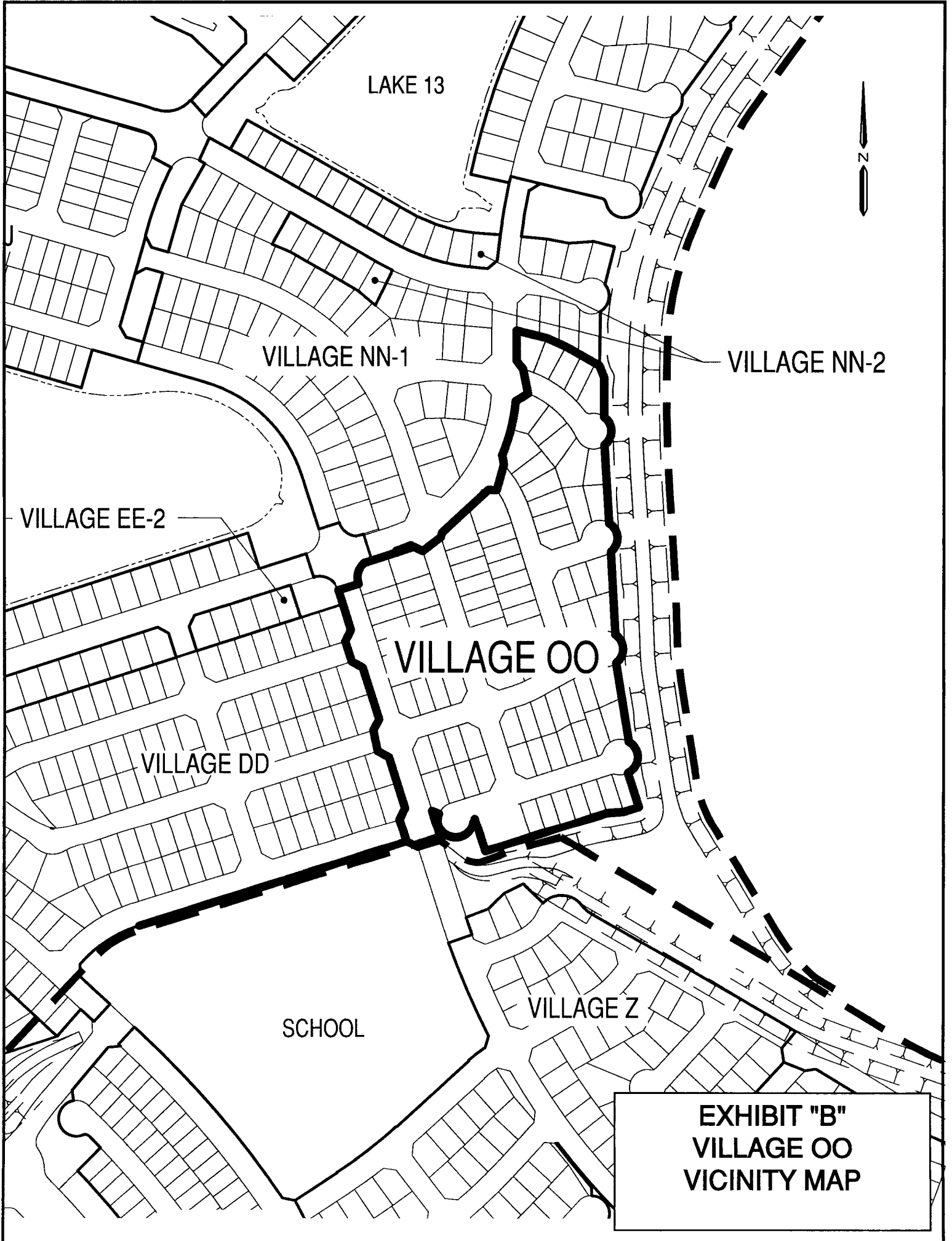
VILLAGE OO

VILLAGE DD

SCHOOL

VILLAGE Z

**EXHIBIT "B"**  
**VILLAGE OO**  
**VICINITY MAP**



## EXHIBIT "C"

### CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United Specialty Insurance Company INSURER B: Navigators Specialty Insurance Company INSURER C: Homesite Insurance Company INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 12537 36056 17221
<b>INSURED</b> River Islands Stage 2B, LLC 73 W Stewart Rd Lathrop, CA 95330		


**COVERAGES**      **CERTIFICATE NUMBER:** W21372166      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	ATN217764P	03/19/2021	03/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			LA21FXSZ07W8RIC	03/19/2021	03/19/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Prods/Comp Ops \$ 3,000,000 PER STATUTE    OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
C	Excess Liability			CPX-7558052-00	03/19/2021	03/19/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Tract 4069, (OO #2)

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability.

<b>CERTIFICATE HOLDER</b>  City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED River Islands Stage 2B, LLC 73 W Stewart Rd Lathrop, CA 95330	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

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

General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**United Specialty Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VEN 051 00 (02/20)**

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT**

This endorsement modifies the Conditions provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

**Primary and Non-Contributory Insurance**

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;  
and
  - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
    - (i) apply on a primary and non-contributory basis;  
and
    - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

<b>Name Of Person(s) Or Organization(s)</b>
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

**UNITED SPECIALTY INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VEN 064 00 (01/15)**

**THIRD PARTY CANCELLATION NOTICE ENDORSEMENT**

This endorsement modifies the Conditions provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

**Name and Address of Other Person/Organization**

**City of Lathrop, its officers, City Council,  
boards and commissions and members thereof,  
its employees and agents  
390 Towne Centre Drive  
Lathrop, CA 95330**

**Number of Days Notice**

**30**

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4069 Village "OO"

**EXHIBIT "D"**

**UNFINISHED IMPROVEMENT COST ESTIMATE  
AND VILLAGE "OO" – FULL IMPROVEMENT COST**

ENGINEER'S BOND ESTIMATE  
COST TO COMPLETE  
RIVER ISLANDS - Stage 2B  
VILLAGE OO (89 LOTS)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

January 6, 2021  
Job No.: 25503-55

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer Raising Iron & Setting SSCO boxes (0% Completion)	1	LS	\$ 43,000.00	\$ 43,000.00
2	Storm Drain Raising Iron (0% Completion)	1	LS	\$ 3,200.00	\$ 3,200.00
3	Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 49,700.00	\$ 49,700.00
4	Joint Trench (80% Completion)	1	LS	\$ 100,300.00	\$ 100,300.00
5	Striping & Mounments (0% Completion)	1	LS	\$ 20,000.00	\$ 20,000.00
<b>TOTAL COST TO COMPLETE</b>					<b>\$ 216,200.00</b>

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village OO dated 01/06/2021



## OPINION OF PROBABLE COST

**River Islands Parkway - Village "OO"**

**Lathrop, CA**

**100% Submittal**

**1/7/2021**

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
<b>A. Site Preparation</b>				
1 Site Grading (Fine)	SF	6,017	\$0.50	\$3,008.50
SUB-TOTAL				\$3,008.50
<b>B. Flatwork / Surfacing / Walls</b>				
1 12" Concrete Mow Curb	LF	75	\$12.00	\$900.00
SUB-TOTAL				\$900.00
<b>C. Planting</b>				
1 1 Gallon Shrubs	EA	474	\$8.25	\$3,910.50
2 15 Gallon Trees	EA	15	\$120.00	\$1,800.00
3 Soil Conditioning & Amendments	SF	6,017	\$0.30	\$1,805.10
4 Bark	SF	6,017	\$0.25	\$1,504.25
5 Root Barrier	LF	300	\$6.00	\$1,800.00
SUB-TOTAL				\$10,819.85
<b>D. Irrigation Controls &amp; Distribution</b>				
1 Root Watering System	EA	30		
2 Pipe Transition Point	EA	9		
3 Flush Valve	EA	18		
4 Operation Indicator	EA	18		
5 Dripline	LF	4,581		
6 1" Valves/Filter, Boxes & Decoders	EA	5		
7 Quick Coupler Valve	EA	2		
8 Ball Valve	EA	9		
9 3/4" Lateral Line	LF	1,036		
10 1" Lateral Line	LF	81		
11 2" Mainline	LF	417		
12 Dripline Header	LF	45		
13 Pipe Sleeve	LF	264		
14 1" Conduit for Control Wires	LF	374		
15 Irrigation Sub-Total	SF	6,017	\$2.02	\$12,154.34
SUB-TOTAL				\$12,154.34
<b>TOTAL</b>				<b>\$26,882.69</b>
<b>10% Contingency</b>				<b>\$2,688.27</b>
<b>Construction Total</b>				<b>\$29,570.96</b>

Original Budget (2018-06-22)	
\$34,976	
Red=over budget / Green=under budget	
Village OO (A1412):	\$8,800.00
Village OO (A142):	\$4,640.00
Village OO (Pkwy Strips):	\$21,536.00

TOTAL
<b>\$5,405</b>

**NOTES:**

1. \_\_\_\_\_

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

C. City fees, bond fees

D. Engineering/design fees

E. Soils engineering cost

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

H. Joint trench

I. Easement acquisitions

J. Power Pole Relocation

2.

This is a preliminary estimate only and not to be used as a bidding quantity sheet

DRAFT ENGINEER'S OPINION OF PROBABLE COST  
**RIVER ISLANDS - Stage 2B**  
**VILLAGE OO (89 UNITS)**  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 31, 2018  
Job No.: 25503-55

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>STREET WORK</u></b>					
1	Fine Grading	267,800	SF	\$ 0.45	\$ 120,510.00
2	3" AC Paving	53,200	SF	\$ 1.50	\$ 79,800.00
3	4.5" AC Paving	97,000	SF	\$ 2.25	\$ 218,250.00
4	6" Aggregate Base	37,700	SF	\$ 0.90	\$ 33,930.00
5	7" Aggregate Base	15,500	SF	\$ 1.05	\$ 16,275.00
6	8" Aggregate Base	97,000	SF	\$ 1.20	\$ 116,400.00
7	Vertical Curb and Gutter <i>(with AB cushion)</i>	3,500	LF	\$ 15.00	\$ 52,500.00
8	Roll Curb and Gutter <i>(with AB cushion)</i>	4,700	LF	\$ 15.00	\$ 70,500.00
9	Concrete Sidewalk	46,300	SF	\$ 5.00	\$ 231,500.00
10	Driveway Approach	89	EA	\$ 600.00	\$ 53,400.00
11	Handicap Ramps	18	EA	\$ 2,500.00	\$ 45,000.00
12	Survey Monuments	15	EA	\$ 300.00	\$ 4,500.00
13	Traffic Striping & Signage	4,100	LF	\$ 5.00	\$ 20,500.00
Subtotal Street Work					\$ 1,063,065.00
<b><u>STORM DRAIN</u></b>					
14	Catch Basins <i>(type A inlet over type I manhole base)</i>	14	EA	\$ 2,800.00	\$ 39,200.00
15	Catch Basins <i>(type A inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
16	15" Storm Drain Pipe	760	LF	\$ 34.00	\$ 25,840.00
17	18" Storm Drain Pipe	620	LF	\$ 46.00	\$ 28,520.00
18	30" Storm Drain Pipe	300	LF	\$ 80.00	\$ 24,000.00
19	36" Storm Drain Pipe	430	LF	\$ 95.00	\$ 40,850.00
20	Manholes <i>(type I)</i>	1	EA	\$ 3,000.00	\$ 3,000.00
21	Manholes <i>(type II)</i>	3	EA	\$ 5,000.00	\$ 15,000.00
22	Connect To Existing	6	EA	\$ 1,700.00	\$ 10,200.00
Subtotal Storm Drain					\$ 191,610.00
<b><u>SANITARY SEWER</u></b>					
23	8" Sanitary Sewer Pipe	3,130	LF	\$ 28.00	\$ 87,640.00
24	Sewer Service	89	EA	\$ 600.00	\$ 53,400.00
25	Manholes	13	EA	\$ 4,000.00	\$ 52,000.00
26	Connect To Existing	4	EA	\$ 3,000.00	\$ 12,000.00
Subtotal Sanitary Sewer					\$ 205,040.00

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>WATER SUPPLY</u></b>					
27	8" Water Line (including all appurtenances)	3,260	LF	\$ 32.00	\$ 104,320.00
28	8" GV	18	EA	\$ 1,550.00	\$ 27,900.00
29	10" Water Line (including all appurtenances)	970	LF	\$ 40.00	\$ 38,800.00
30	10" GV	6	EA	\$ 2,500.00	\$ 15,000.00
31	ARV	4		\$ 2,500.00	\$ 10,000.00
32	BOV	5		\$ 4,000.00	\$ 20,000.00
33	Water Services	89	EA	\$ 2,000.00	\$ 178,000.00
34	Fire Hydrants	8	EA	\$ 4,000.00	\$ 32,000.00
35	Connect To Existing	8	EA	\$ 4,000.00	\$ 32,000.00
Subtotal Water Supply					\$ 458,020.00
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 1,918,000.00</b>
<b>COST PER LOT</b>					<b>\$ 21,550.00</b>

## Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, dry utilities, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.



**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAPS  
(RIVER ISLANDS AT LATHROP)**

September 13, 2021

**Via Email and Hand Delivery**

Old Republic Title Company  
1215 W. Center Street, Suite 103  
Manteca, CA 95337  
Attn: Lori Richardson

**Re: Recordation of Final Map 4069; Escrow No. 1214021990**

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2B, LLC, a Delaware limited liability company ("**RIS2B**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

**A. Date for Closings**

The Final Map will be recorded at the time designated by RIS2B as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 30, 2021, at the time designated in writing by RIS2B, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2022, ORTC will return the Final Map to the City.

**B. Documents to be Delivered and Recordation Documents**

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIS2B for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4069, executed and acknowledged by the City (provided to title by City).

B.2. One original Common Use Agreement with Island Reclamation District No. 2062 for portions of Tribune Court and Merrick Court, including Offer of Dedication for Public Utility Easements (provided to title by City).

The document listed in Items B.1 and B.2 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

**C. Funds and Settlement Statement**

You also have received, or will receive from RIS2B, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2B and City ("**Settlement Statement**"): recordation costs, escrow fees and other

## **JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)**

amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2B.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$27,655.68**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,328.00** multiplied by **8.31** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

### **D. Closing Requirements**

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso ([sdelloso@riverslands.com](mailto:sdelloso@riverslands.com)); (b) Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)); (c) Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)); (d) Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)); (e) Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), (f) Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

### **E. Closing Process and Priorities**

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Recordation Documents in the Official Records;

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAPS  
(RIVER ISLANDS AT LATHROP)**

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by RIS2B that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2B, LLC  
73 W. Stewart Road  
Lathrop, CA 95330  
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso ([sdelloso@riverslands.com](mailto:sdelloso@riverslands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)), Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), Teresa Vargas ([tvargas@ci.lathrop.ca.us](mailto:tvargas@ci.lathrop.ca.us)), Sarah Pimentel ([spimentel@ci.lathrop.ca.us](mailto:spimentel@ci.lathrop.ca.us)), and Jose Molina ([JMolina@sigov.org](mailto:JMolina@sigov.org)) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2B, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Glenn Gebhardt, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
- (B) a certified copy of the final Settlement Statement.

**F. Additional Instructions**

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

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

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

\_\_\_\_\_  
Stephen J. Salvatore                      Date  
City Manager  
City of Lathrop

\_\_\_\_\_  
Susan Dell'Osso                      Date  
President  
River Islands Stage 2B, LLC

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAPS  
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS  
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2B and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2B and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

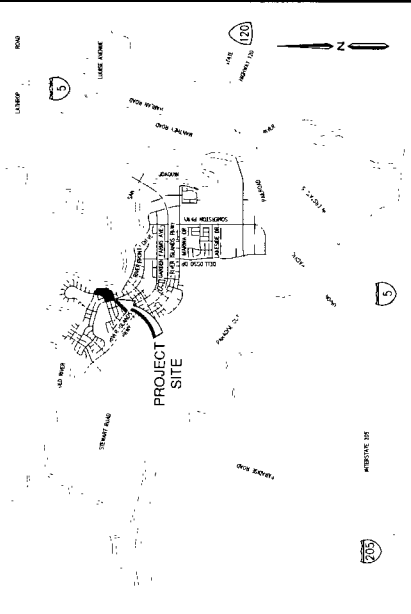
Old Republic Title Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

TRACT 4069
RIVER ISLANDS -STAGE 2B
VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE ANY RECORD TITLE INTEREST OF
THE REAL PROPERTY DESCRIBED BELOW AS AN EASEMENT FOR PUBLIC PURPOSES
1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS
DESIGNATED ON SAID MAP AS MERRICK COURT AND TRIBUNE COURT AS SHOWN ON THIS FINAL MAP
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT,
RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR
APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED
AS P-V-E (PUBLIC UTILITY EASEMENT)

THE UNDERSIGNED DOES HEREBY REINQUISH TO THE CITY OF LATHROP ALL ADJUTERS RIGHT OF ACCESS TO LOTS
1, 10, 11, 15, 21, 22, 31, 32, 41, 42, 49, 52 AND 59 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL
// // // // AS SHOWN ON THIS FINAL MAP.
TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT
THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE REDDUCED TO THE
CITY OF LATHROP

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A, B AND C AS SHOWN ON THIS MAP. SAID PARCELS ARE
NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE
DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP

OWNERS RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY NAME \_\_\_\_\_ DATE \_\_\_\_\_
ITS SUSAN BELL OSSO PRESIDENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 23, 2016
AS DOCUMENT NUMBER 2016-160986, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS
DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS
DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

BY NAME \_\_\_\_\_ DATE \_\_\_\_\_
ITS \_\_\_\_\_

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

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

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 2021 BEFORE ME, \_\_\_\_\_ 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 LOOKING TO ME THAT HE/SHE/HIS/HER(S) HAS/HAVE THE SAME IN HIS/HER/HIS/HER
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HIS/HER(S) 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

SIGNATURE \_\_\_\_\_
NAME (PRINT) \_\_\_\_\_
PRINCIPAL COUNTY OF BUSINESS \_\_\_\_\_
COMMISSION NUMBER \_\_\_\_\_
MY COMMISSION EXPIRES \_\_\_\_\_

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF
CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4069 RIVER
ISLANDS-STAGE 2B, VILLAGE 002", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS
STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY
RESOLUTION NO. \_\_\_\_\_, ADOPTED AND PASSED AT SAID MEETING, APPROVE SAID
RESOLUTION NOTWITHSTANDING ITS RECITATION, AND THAT THE CITY OF LATHROP HAS NO ADJUTERS
USE, THE REINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 10, 11, 15, 21, 22, 31, 32, 41, 42, 49, 52 AND 59
ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // // // //, THE DEDICATION OF GROUND WATER RIGHTS,
THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AND ACCEPTED THE OFFER OF DEDICATION OF ALL
COURTS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH
CHAPTER 16, TITLE 1616 OF THE CITY OF LATHROP MUNICIPAL CODE

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE,
HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 2021 BEFORE ME, \_\_\_\_\_ 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 LOOKING TO ME THAT HE/SHE/HIS/HER(S) HAS/HAVE THE SAME IN HIS/HER/HIS/HER
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HIS/HER(S) 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

SIGNATURE \_\_\_\_\_
NAME (PRINT) \_\_\_\_\_
PRINCIPAL COUNTY OF BUSINESS \_\_\_\_\_
MY COMMISSION NUMBER \_\_\_\_\_
MY COMMISSION EXPIRES \_\_\_\_\_

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1, DOCUMENT
RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO
THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

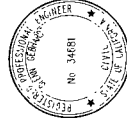
MARK WESSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN CERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND
THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4069 RIVER ISLANDS-STAGE 2B, VILLAGE 002", CITY OF
LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT
APPEARED ON THE TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I
FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA
STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS
THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

GLENN CERHARDT, P.E., 34581
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDERS STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_\_ M
IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE \$ \_\_\_\_\_

STATE BESTOLARDES \_\_\_\_\_ BY \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER
COUNTY CLERK \_\_\_\_\_
SAN JOAQUIN COUNTY, CALIFORNIA

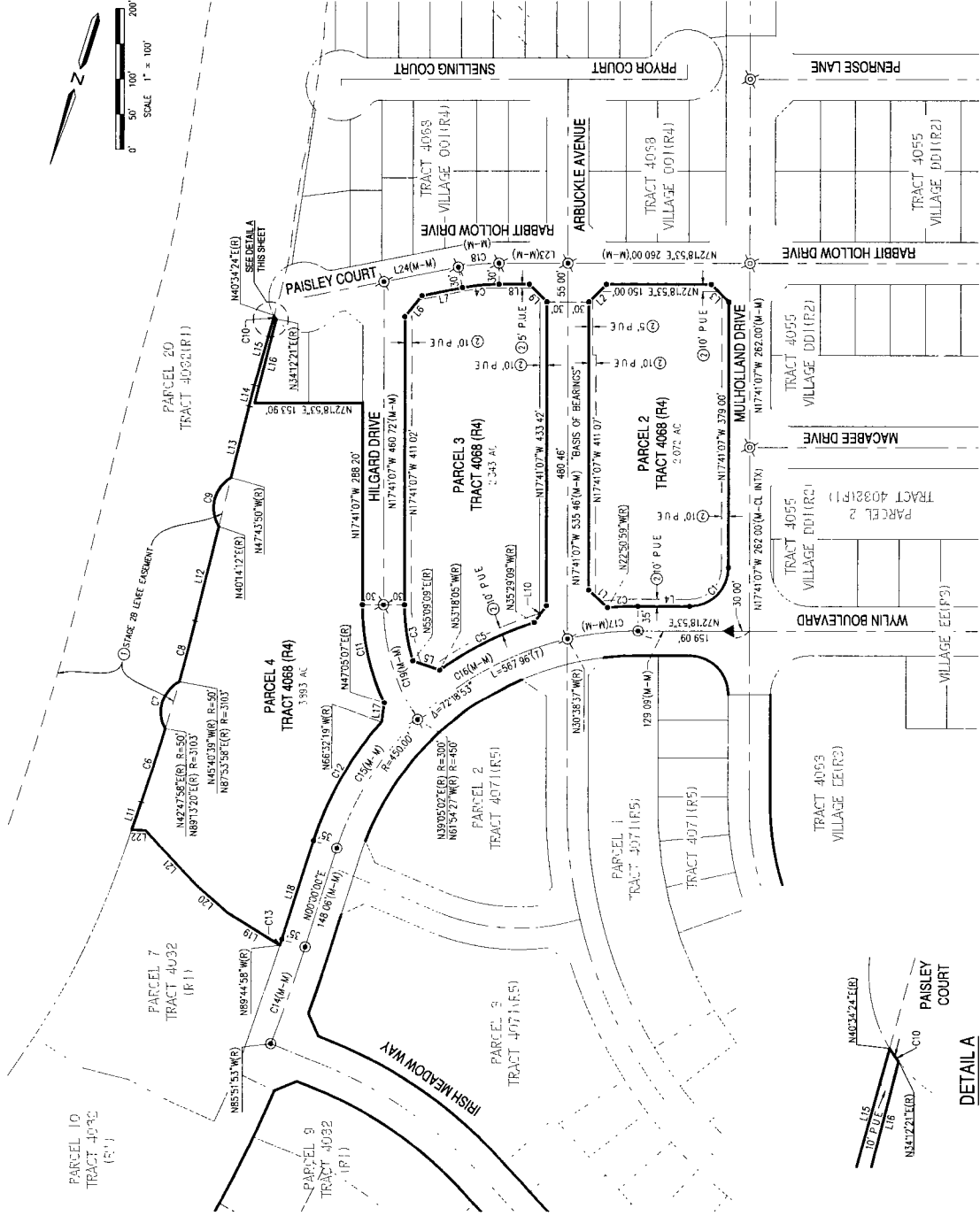
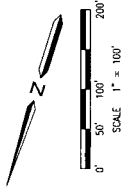


# TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)  
CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2021



## LEGEND

- (R1) SET STANDARD CITY OF LAHOP MONUMENT WELL STAMPED "PLS 7788"
- (R2) FOUND MONUMENT PER TRACT 4055 (R2)
- (R4) FOUND MONUMENT PER TRACT 4068 (R4)
- (R1) FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7786" PER (R1) AND (R2)
- (R1) FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- (R1) SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7786"
- RESTRICTED ACCESS
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 200.00' (R1)
- (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (M-B) DEOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
- (R) RADIAL BEARING
- (B) BOUNDARY
- (B) DOCUMENT NUMBER
- DN PUBLIC UTILITY EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- L1/C1/R1 LINE, CURVE, RADIAL LINE
- (1) EASEMENT REFERENCE NUMBER (SEE THIS SHEET)

## NOTES

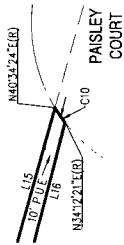
1. SEE SHEET 2 FOR REFERENCES AND LINE AND CURVE TABLES

## BASIS OF BEARINGS

THE BEARINGS OF NORTH 174°10'7" WEST BETWEEN FOUND MONUMENTS ALONG ARBUCKLE AVENUE AS SHOWN ON TRACT 4068, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 162, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

## EASEMENTS

1. STAGE 2B LEASE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DN 2018-060095, S.J.C.R.
2. PUBLIC UTILITY EASEMENT PER TRACT 4068, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 162)



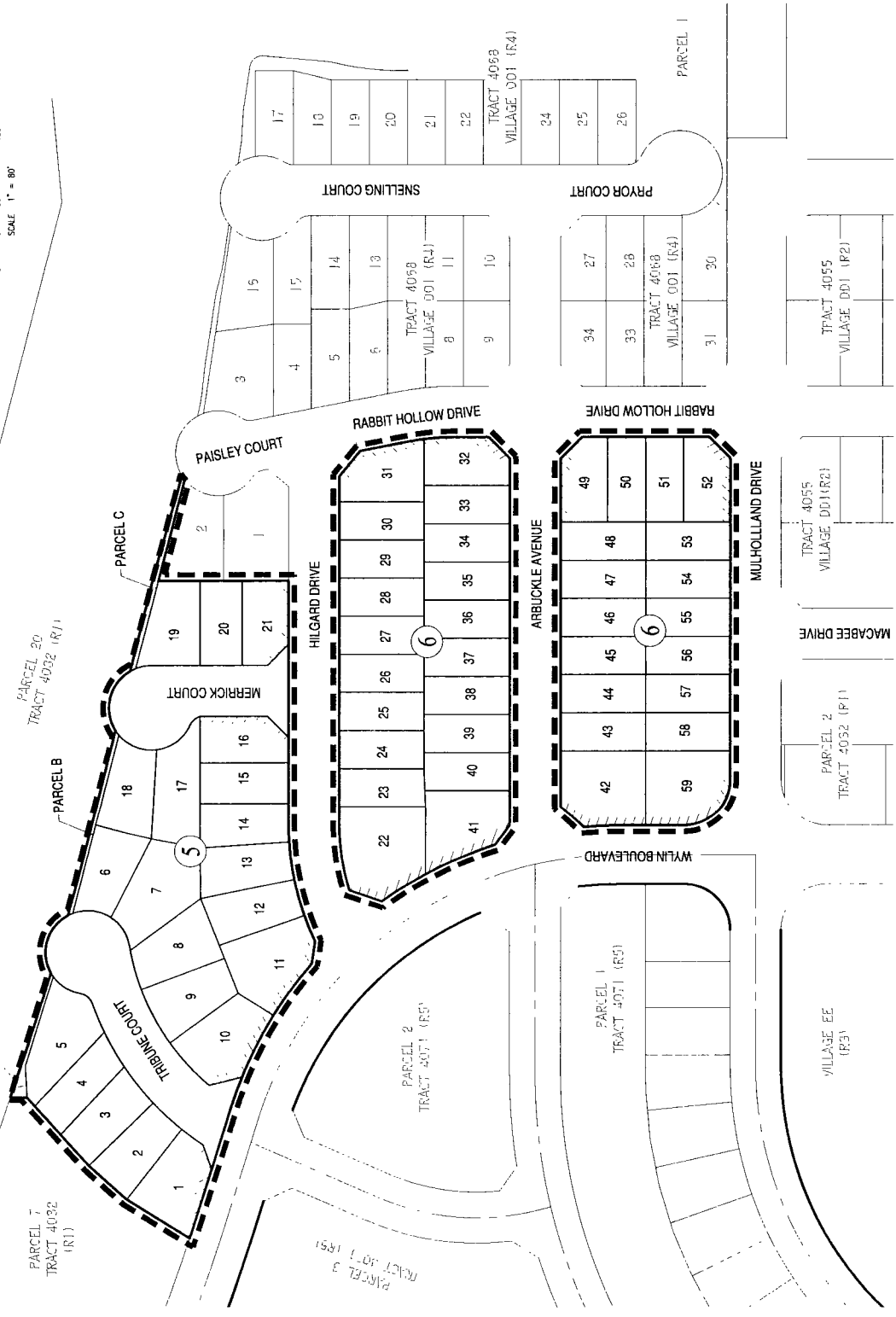
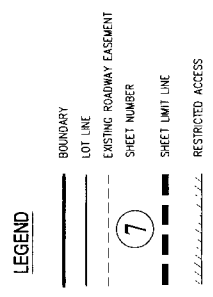
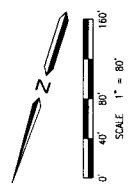
DETAIL A  
NOT TO SCALE

# TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF PARCEL 01, PESCARO, BEING  
A SUBDIVISION OF PARCELS 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



AUGUST 2021



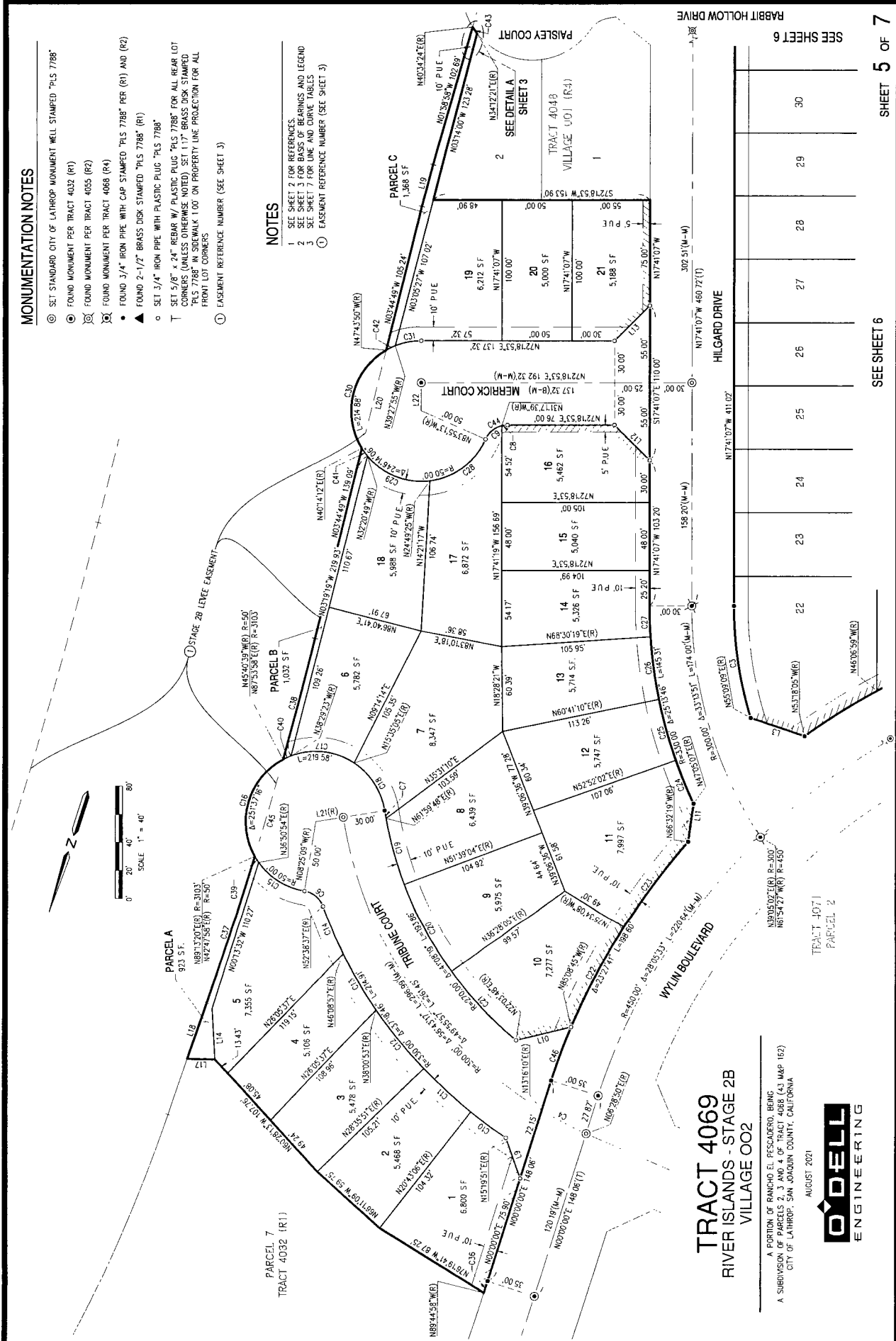


**MONUMENTATION NOTES**

- ⊙ SET STANDARD CITY OF LAHROPP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊗ FOUND MONUMENT PER TRACT 4055 (R2)
- ⊗ FOUND MONUMENT PER TRACT 4068 (R4)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00 ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- Ⓢ EASEMENT REFERENCE NUMBER (SEE SHEET 3)

**NOTES**

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 7 FOR LINE AND CURVE TABLES
- Ⓢ EASEMENT REFERENCE NUMBER (SEE SHEET 3)



**TRACT 4069**  
**RIVER ISLANDS - STAGE 2B**  
**VILLAGE 002**

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (41 MAP 162),  
 CITY OF LAHROPP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



21	5,188 SF	174.07°W	100.00'
20	5,000 SF	174.07°W	100.00'
19	6,212 SF	174.07°W	100.00'
18	5,985 SF	174.07°W	100.00'
17	6,812 SF	174.07°W	100.00'
16	5,462 SF	174.07°W	100.00'
15	5,040 SF	174.07°W	100.00'
14	5,326 SF	174.07°W	100.00'
13	5,714 SF	174.07°W	100.00'
12	5,747 SF	174.07°W	100.00'
11	7,897 SF	174.07°W	100.00'
10	7,277 SF	174.07°W	100.00'
9	5,975 SF	174.07°W	100.00'
8	6,439 SF	174.07°W	100.00'
7	8,347 SF	174.07°W	100.00'
6	5,782 SF	174.07°W	100.00'
5	7,355 SF	174.07°W	100.00'
4	5,108 SF	174.07°W	100.00'
3	5,478 SF	174.07°W	100.00'
2	5,468 SF	174.07°W	100.00'
1	6,800 SF	174.07°W	100.00'

SEE SHEET 6

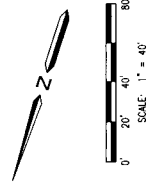
SEE SHEET 5 OF 7

# TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF TRACT 4069, AS SHOWN ON MAP 162, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2021



### NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BRASS DISK BEARINGS AND LEGEND
- SEE SHEET 3 FOR BRASS DISK MARKERS
- EASEMENT REFERENCE NUMBER (SEE SHEET 3)

### MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4055 (R2)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R4)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- Ⓞ EASEMENT REFERENCE NUMBER (SEE SHEET 3)

# TRACT 4069

## RIVER ISLANDS - STAGE 2B

### VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 27, 3 AND 4 OF TRACT 4069 (43 MAP 162)  
 CITY OF LATHROP, SAN JORDIN COUNTY, CALIFORNIA

AUGUST 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 12 ONLY

LINE	DIRECTION	LENGTH
L1	N65°16'03"W	36.91'
L2	N48°24'52"E	29.46'
L3	N88°04'28"W	40.57'
L4	N21°46'40"E	38.80'
L5	N72°18'53"E	43.07'
L6	N62°41'07"W	35.36'
L7	N27°18'53"E	35.36'
L8	N62°41'07"W	35.36'
L9	N37°20'05"W	30.32'
L10	N58°27'32"E	40.25'
L11	N9°43'36"W	27.37'
L12	N62°41'07"W	35.36'
L13	N27°18'53"E	35.36'
L14	N20°50'17"W	36.86'
L15	S20°13'48"E	19.11'
L16	S20°13'48"E	25.94'
L17	N73°52'07"E	19.73'
L18	N116°14'E	42.61'
L19	N2°46'05"W	30.69'
L20	N3°44'49"W	71.95'
L21	N63°12'07"E	20.80'
L22	N174°10'7"W	20.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	55.00	90°00'00"	86.39'
C2	485.00	5°09'52"	43.72'
C3	270.00	17°09'44"	80.87'
C4	300.00	6°47'20"	35.55'
C5	270.00	11°04'25"	52.18'
C6	17.00	61°03'47"	18.12'
C7	270.00	11°21'39"	5.68'
C8	17.00	13°36'32"	4.64'
C9	17.00	52°37'34"	15.61'
C10	330.00	5°23'15"	31.03'
C11	330.00	7°52'45"	45.38'
C12	330.00	9°25'03"	54.24'
C13	330.00	8°08'03"	46.85'
C14	330.00	6°29'41"	37.41'
C15	50.00	45°16'03"	39.50'
C16	50.00	91°31'23"	79.87'
C17	50.00	54°00'28"	47.19'
C18	50.00	47°37'02"	41.55'
C19	270.00	10°20'45"	48.75'
C20	270.00	15°10'58"	71.55'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C21	270.00	14°24'16"	67.88'
C22	485.00	9°34'37"	81.07'
C23	485.00	9°01'49"	76.44'
C24	330.00	5°46'55"	33.30'
C25	330.00	7°49'09"	45.03'
C26	330.00	7°49'09"	45.03'
C27	330.00	3°48'34"	21.94'
C28	50.00	59°05'48"	51.57'
C29	50.00	57°01'14"	49.89'
C30	50.00	92°01'58"	80.31'
C31	50.00	21°46'48"	19.01'
C32	485.00	7°11'07"	60.82'
C33	485.00	10°37'50"	88.99'
C34	270.00	3°51'18"	18.17'
C35	270.00	7°13'06"	34.02'
C36	1965.00	0°15'02"	8.59'
C37	3103.00	2°02'54"	110.93'
C38	3103.00	1°38'47"	89.16'
C39	50.00	5°57'04"	5.19'
C40	50.00	7°11'16"	6.27'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C41	50.00	7°53'23"	6.89'
C42	50.00	8°15'55"	7.21'
C43	50.00	6°22'04"	5.56'
C44	17.00	66°14'06"	19.65'
C45	3103.00	1°19'22"	71.65'
C46	485.00	4°51'15"	41.09'

**RECORDING REQUESTED BY, AND**

WHEN RECORDED MAIL TO:

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 27383)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COMMON USE AGREEMENT  
FOR THE STAGE 2B PORTION LEVEE EASEMENTS THAT AFFECT  
TRIBUNE COURT AND MERRICK COURT  
AND ADJACENT PUBLIC UTILITY EASEMENT  
BY AND BETWEEN THE  
CITY OF LATHROP  
AND  
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR TRIBUNE COURT AND MERRICK COURT AND ADJACENT PUBLIC UTILITY EASEMENT, associated with Phase 1 of River Islands at Lathrop entered into on **September 13, 2021** ("Agreement"), and is made and entered into by ISLAND RECLAMATION DISTRICT NO. 2062, a reclamation district organized under the laws of the State of California (the "District"), and the **CITY OF LATHROP**, a municipal corporation in the State of California (the "City"), together "the Parties."

**RECITALS**

- A. This Agreement relates to certain real property to be dedicated to City for public right of way purposes known as Tribune Court and Merrick Court, cul-de-sacs within the River Islands at Lathrop Master Planned Community ("River Islands Site"), being developed by River Islands Stage 2B, LLC ("River Islands").
- B. The Agreement also sets for the process and includes a Grant Deed (included herein as Exhibit "B" to this Agreement), that will dedicate public utility easements (PUEs) adjacent to the rights of way of Tribune Court and Merrick Court that extend into the levee easement of the District.
- C. On May 31, 2018, the District recorded easements across properties owned by Califia, LLC, and River Islands for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of both the Stage 2A and Stage 2B sub-planning areas of the River Islands Site ("Levee Easements").
- D. River Islands has proposed Tract 4069, a final map that will create a single-family subdivision within the Stage 2B sub-planning of the River Islands Site, specifically located within Village OO. Tract 4069 contains Tribune Court and Merrick Court, cul-de-sacs with PUEs that

extend into a portion of the existing Levee Easements ("Village OO Portion of Tribune Court and Merrick Court"), as depicted in Exhibit "A" to this Agreement.

D. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of Tract 4069 and the dedication of right of way for the Village OO Portion of Tribune Court and Merrick Court, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to those portions of Tribune Court and Merrick Court right of way located within portions of the Levee Easements ("Common Use Area") and allow for the lawful dedication of PUEs necessary for public utility services allowed and regulated by CITY.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties do hereby agree as follows:

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the Village OO Portion of Tribune Court and Merrick Court within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.
4. District has reviewed the Village OO improvement plans for surface improvements, underground pipelines, street lighting, landscaping and joint trench construction prepared by O'Dell Engineering and Power Systems Design and has no objections to the design and proposed construction of the facilities on these improvement plans that are located within the Common Use Area.
5. In the event that the future use of the Village OO Portion of Tribune Court and Merrick Court shall at any time necessitate rearrangement, relocation or reconstruction of any of the District's works within the Common Use Area, City shall notify District in writing of such necessity pursuant to applicable sections of the Water Code and City agrees to pay the cost of such rearrangement, relocation or reconstruction of District's works following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the District, which approval shall not be unreasonably withheld.
6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the Village OO Portion of Tribune Court and Merrick Court within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of Village OO

Portion of Tribune Court and Merrick Court following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.

7. City shall pay the cost to maintain, repair or replace City's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by District, except for damage resulting from maintenance, repair or replacement by District.

8. District or its assignees shall pay the cost to maintain, repair and replace District's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by City, excepting damage resulting from maintenance, repair or replacement by City.

9. District, when working within the Common Use Area shall comply with the following provisions:

(a) Except in times of emergency, including during a high water or flooding event, District shall provide reasonable notice to City before performing any work in the Common Use Area where such work will be performed in or on the traveled way or improved shoulders, sidewalk or landscaping of the roadway or will otherwise obstruct vehicular and/or pedestrian traffic.

(b) In all cases, District shall make adequate provisions for the protection of the travelling public and provide such barricades and safety devices as are required by City standards, and in cases of non-emergency, provide a Traffic Control Plan as required by City standards and specifications.

(c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.

(d) All work shall be replacement in kind, conform to the existing facilities as to width and depth of surfacing thereof, meet all applicable City standards and specifications as determined by the City Engineer and shall be subject to inspection by City.

10. District and City shall use said Common Use Area in such manner as to not unreasonably interfere with the rights of either Party.

11. District shall not be responsible for any damage occurring to the City facilities in the Common Use Area that are not as a direct result of the District's maintenance, construction or reconstruction activities, or from its flood control facilities located on or near the Common Use Area. All costs for repairing such damage to City's facilities shall be borne by City.

12. City shall not be responsible for any damage occurring to District facilities in the Common Use Area that are not as a direct result of the City's maintenance, construction or reconstruction activities of its right of way or improvements on or near the Common Use Area. All costs for repairing such damage to District's facilities shall be borne by District.

13. District is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by District that may transverse City right of way, including the Village OO Portion of Tribune Court and Merrick Court, including, but not limited to the bridge

decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments.

14. District shall be responsible for the vegetation and weed control activities of its levee slopes and adjacent areas that may transverse the Common Use Area. City shall be responsible for any landscaping and irrigation improvements within its right of way, including within the Common Use Area. The City or its assignees shall become responsibility for weed control within portions of the Common Use Area that are landscaped by the City.

15. District shall, for public purposes, dedicate the PUEs via Grant Deed included and incorporated herein as Exhibit "B" to this Agreement, for Tribune Court and Merrick Court. This Grant Deed shall be recorded concurrently with the recordation of the Tract 4069 final map.

16. To the extent that the City's rights to its rights of way and/or PUEs for Tribune Court and Merrick Court under the applicable laws of the State of California do not hinder or conflict with the rights of the District under applicable laws of the State of California, such rights of the District shall remain and be in full force and effect. Should any conflict with the rights of the City by rights of the District be identified, the District hereby subrogates its rights to the City, subject to review and approval of the District's legal counsel.

17. This Agreement shall not have a prescribed term. Termination of Agreement shall only occur if the Common Use Area ceases to be in existence and the need for this Agreement and its rights and obligations contained herein cease to be necessary. Either Party may provide written notice of such termination, subject to review and verification of the other Party.

18. Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City of Lathrop  
Attention: City Clerk  
390 Towne Centre  
Lathrop, CA 95330

Reclamation District No. 2062  
73 West Stewart Road  
Lathrop, CA 95330  
Attention: President

19. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. Neither Party will assign nor sublet this Agreement without the prior written consent of the other Party.

20. This Agreement is governed by California law.

21. This Agreement may not be modified or amended except in writing signed by both parties.

22. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all Federal, State and local laws, statutes, orders, ordinances, rules, and regulations.

23. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other Party.

24. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

---



IN WITNESS WHEREOF, the City and District have signed this Agreement effective as of the Effective Date.

**CITY OF LATHROP**  
A California municipal corporation

By: \_\_\_\_\_  
Stephen Salvatore, City Manager

**ISLAND RECLAMATION DISTRICT**  
NO. 2062 a California reclamation  
district

By: \_\_\_\_\_  
Susan Dell'Osso, President

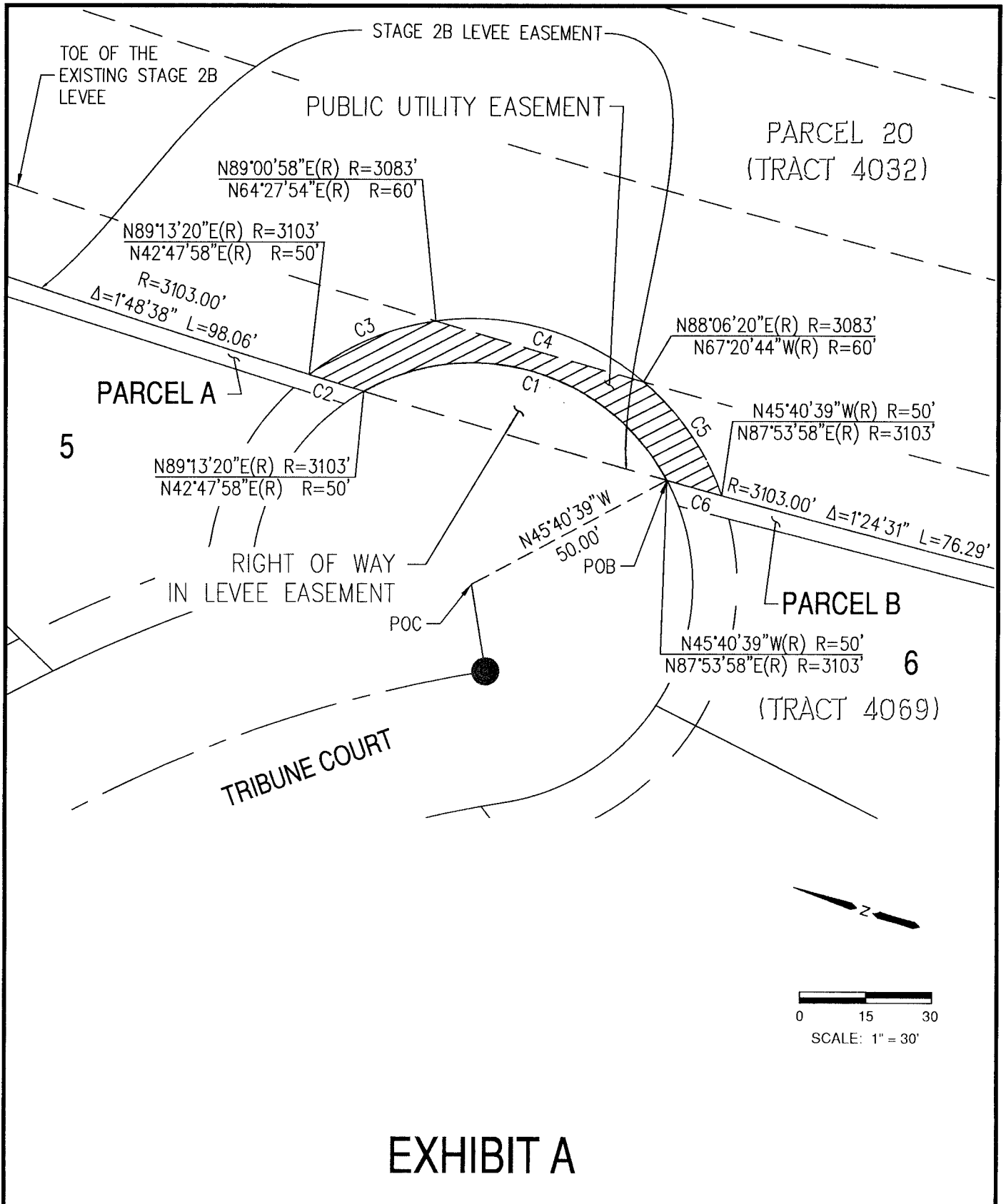
**ATTEST:**

By: \_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:**

By: \_\_\_\_\_  
Salvador V. Navarrete, City Attorney

**EXHIBIT "A"**  
**COMMON USE AREA DEPICTION**

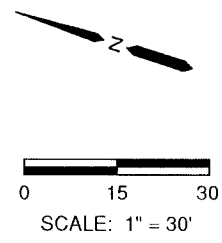
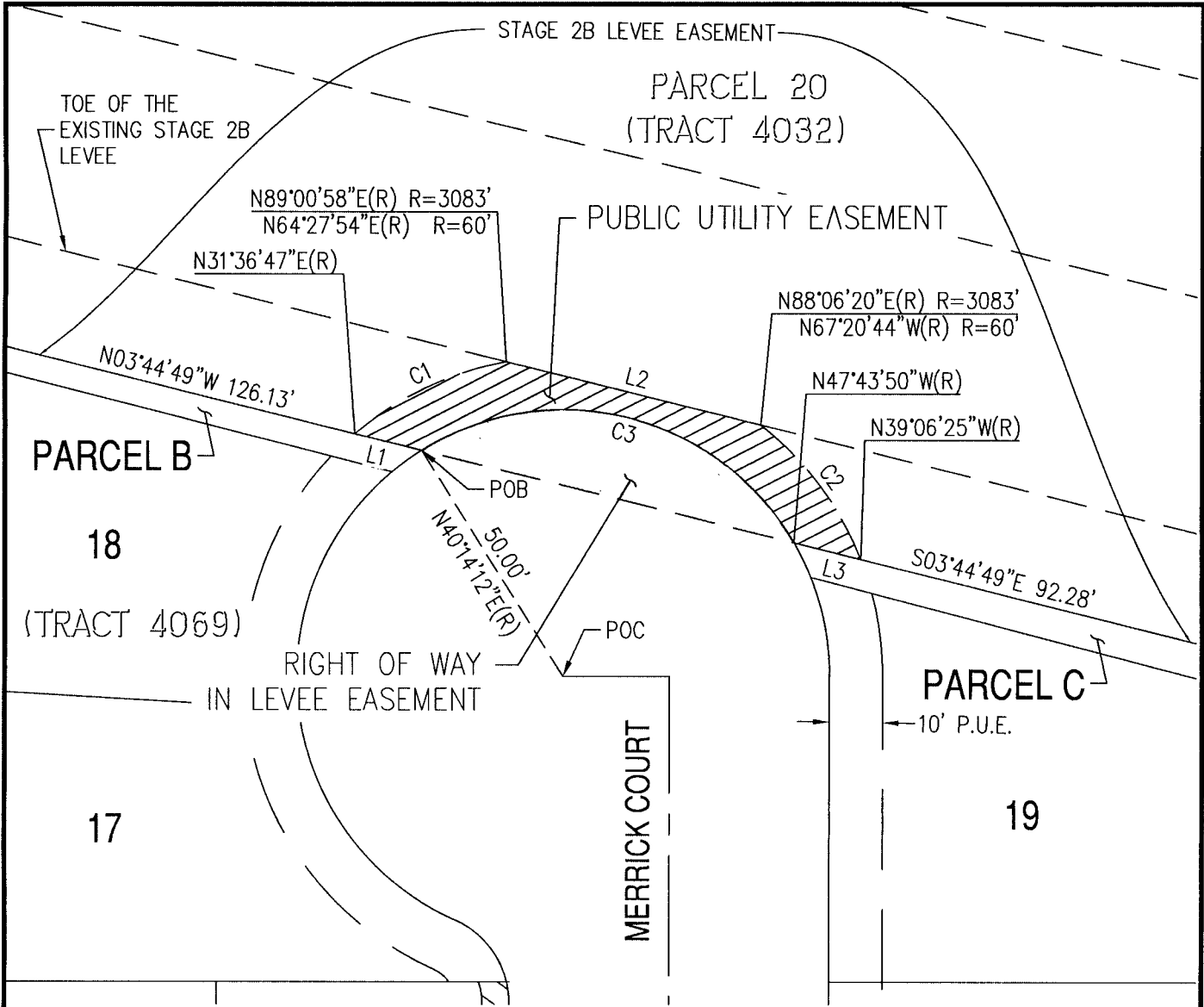


1165 Scenic Drive, Suite A  
 Modesto, CA 95350  
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT

SCALE:	1" = 30'	DATE:	AUG 16, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4069_CUA.DWG		

1  
of  
2



# EXHIBIT A



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**EXHIBIT "B"**  
**GRANT DEED FOR DEDICATION OF PUBLIC UTILITY EASEMENTS**

**RECORDING REQUESTED BY, AND**

WHEN RECORDED MAIL TO:

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 27383)*

APN: \_\_\_-\_\_\_-\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication  
for Public Utility Easements  
(Final Map 4069)**

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ \_\_\_\_\_

- ( ) computed on full value of property conveyed, or
- ( ) computed on full value less liens and encumbrances remaining at time of sale.
- ( ) Unincorporated area ( X ) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,  
**RIVER ISLANDS STAGE 2B, LLC**, a Delaware limited liability company, "Grantor(s)",

hereby grants to **CITY OF LATHROP**, a California municipal corporation "Grantee",

for public purposes, a non-exclusive public utility easement together with the right to construct, reconstruct, repair and maintain, poles, wires, cables, pipes, and conduits and their appurtenances upon (the "Public Utility Easement") over all that real property situated in the State of California, County of San Joaquin, City of Lathrop and more particularly described as follows:

**See attached Exhibit "A"**

In witness whereof the undersigned have executed this instrument on September 13, 2021.

**Grantor(s):**  
**RIVER ISLANDS STAGE 2B, LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_  
Susan Dell'Osso, President

## EXHIBIT A

LEGAL DESCRIPTION  
PUBLIC UTILITY EASEMENTS  
PARCEL 20, TRACT 4032 (43 M&P 142)  
RIVER ISLANDS-STAGE 2B  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

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

**PUBLIC UTILITY EASEMENT (TRIBUNE COURT)**

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTER OF TRIBUNE COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002" FILED \_\_\_\_\_, 2021, IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 45°40'46" WEST, A DISTANCE OF 50.00 FEET TO THE WESTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 91°31'09", AND AN ARC DISTANCE OF 79.86 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3103.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 89°36'20" EAST, THROUGH A CENTRAL ANGLE OF 00°14'16", AND AN ARC DISTANCE OF 12.87 FEET;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 34°18'50" WEST, THROUGH A CENTRAL ANGLE OF 30°09'12", AND AN ARC DISTANCE OF 31.58 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,083.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 89°00'58" EAST, THROUGH A CENTRAL ANGLE OF 00°54'37", AND AN ARC DISTANCE OF 48.99 FEET;

THENCE, LEAVING SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°20'44" EAST, THROUGH A CENTRAL ANGLE OF 30°09'12", AND AN ARC LENGTH OF 31.58 FEET TO THE WESTERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3,103.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 87°39'43" EAST, THROUGH A CENTRAL ANGLE OF 00°14'16", AND AN ARC DISTANCE OF 12.87 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 794 SQUARE FEET, MORE OR LESS.

**PUBLIC UTILITY EASEMENT (MERRICK COURT)**

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTER OF THE MERRICK COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002" FILED \_\_\_\_\_, 2021, IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 40°14'12" EAST, A DISTANCE OF 50.00 FEET TO THE WESTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID WESTERLY LINE, NORTH 03°44'49" WEST, FOR A DISTANCE OF 12.96 FEET;

THENCE, LEAVING SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 31°36'47" WEST, THROUGH A CENTRAL ANGLE OF 30°25'46", AND AN ARC DISTANCE OF 31.87 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, SOUTH 03°44'49" EAST, A DISTANCE OF 49.21 FEET;

THENCE, LEAVING SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 69°32'11" WEST, THROUGH A CENTRAL ANGLE OF 30°25'46", AND AN ARC DISTANCE OF 31.87 TO THE WESTERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID WESTERLY LINE, NORTH 03°44'49" WEST, A DISTANCE OF 12.96 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 03°44'49" WEST, THROUGH A CENTRAL ANGLE OF 92°01'58", AND AN ARC DISTANCE OF 80.31 TO THE **POINT OF BEGINNING**;

CONTAINING 801 SQUARE FEET, MORE OR LESS.

PLATS OF THE ABOVE DESCRIBED EASEMENTS ARE ATTACHED HERETO AS **EXHIBIT B** AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

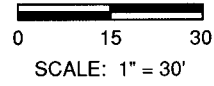
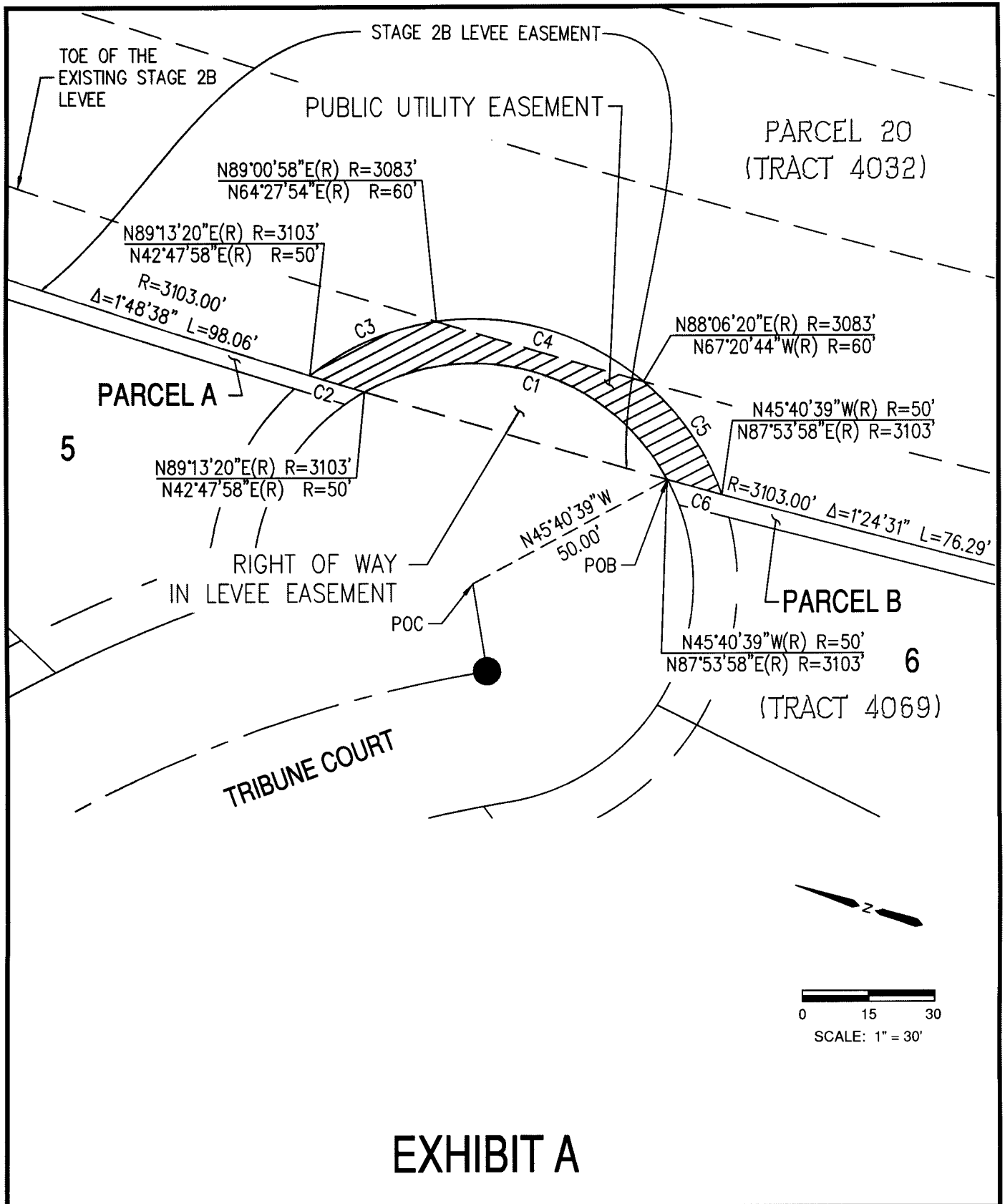
THIS DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



\_\_\_\_\_  
DATE



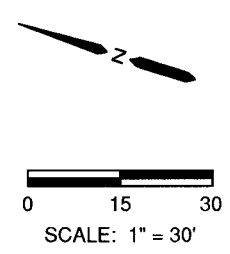
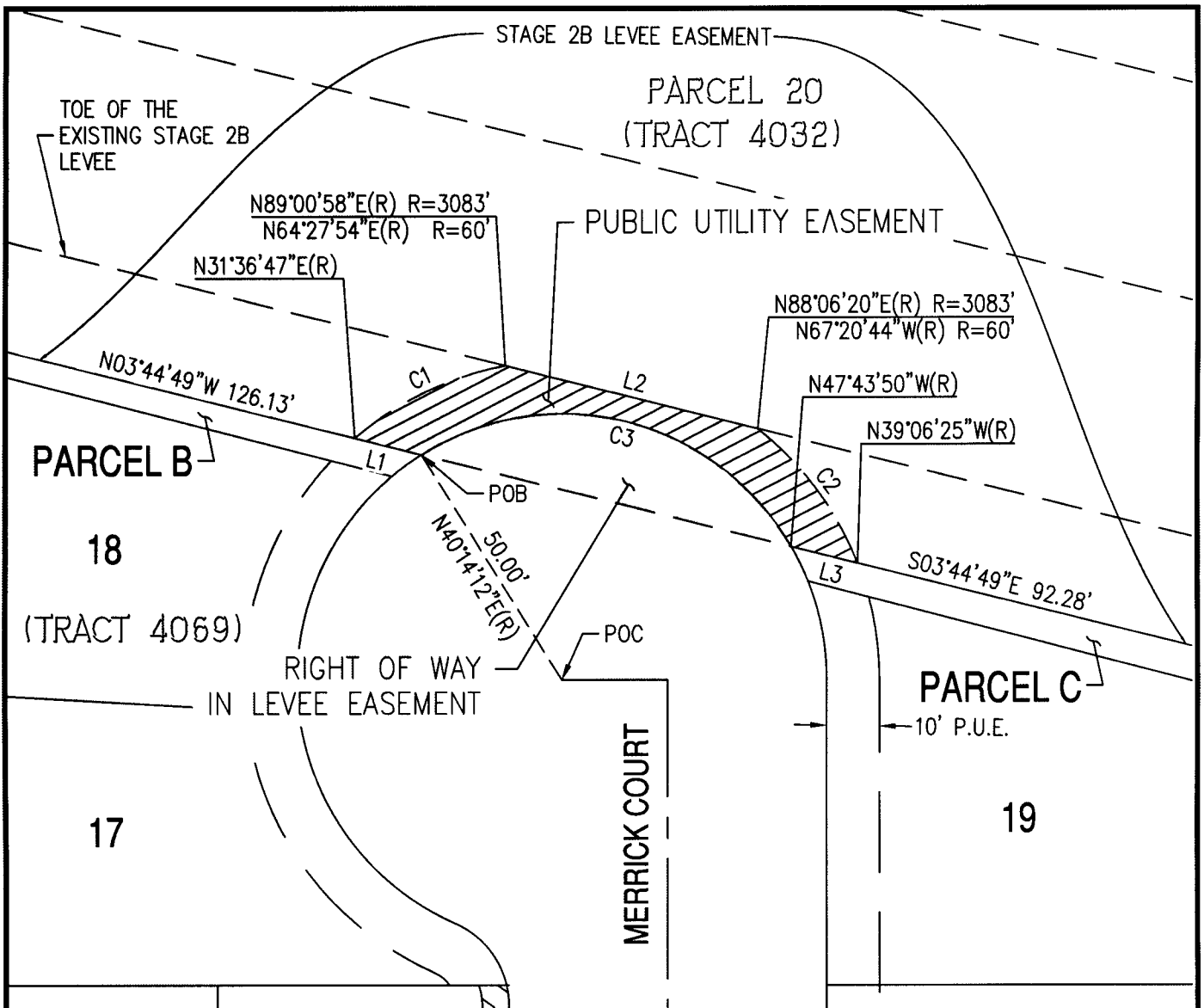


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