

ITEM 4.15

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

ITEM: APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4091 VILLAGE "GG1" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4091 Village "GG1" within the Old River District, Totaling 48 Single Family Lots, a Common Use Agreement, CFD Annexation No. 24, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC

SUMMARY:

The proposed Final Map for Tract 4091 will be the first tract map within the Village "GG" area. Pulte Homes is proposing forty-eight (48) 55' 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 4091, Village "GG1", a Common Use Agreement with Island Reclamation District No. 2062 for portions of Cabot Avenue, Shrute Drive, Barrett Court, Irish Meadow Court, Hatteras Court and Thurston Court, Annexation No. 24 of the City of Lathrop Community Facilities District (CFD) 2013-1, 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) 6716 on June 14, 2021. On August 4, 2021, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Old River 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 4091 is within the geographic boundaries of VTM 6716 and Stage 2B.

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 "GG" is \$2,469,000, however, a large percentage of the improvements have already been construction and therefore do

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SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION,
AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4091
VILLAGE “GG1” WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4091 that guarantee the unfinished improvements for Village “GG” in the amount of:

Unfinished Improvement Total:	\$207,000
Performance Bond (120% of Unfinished Improvements):	\$248,400
Labor & Materials Bond (50% of Performance Bond)	\$124,200

The SIA for Tract 4091 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 4091, 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 “DD” will need to be annexed into the four different Community Facilities Districts (CFD’s) for maintenance purposes. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA). Approval of CFD 2013-1 City of Lathrop Annexation No. 24 is pending with this Council item. CFD 2013-1 Island RD 2062, and CFD 2013-1 RIPFA and CFD 2020-1 RIPFA are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City. The applicant has signed the appropriate documentation to commit to the annexations, and the final map recordation is contingent on the annexations.

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 Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court, and Cabot Avenue 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 affected areas. The CUA also includes a dedication and Public Utility Easement (PUE) to the City from RD 2062.

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.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City’s subdivision ordinance

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VILLAGE "GG1" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

as listed below:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	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 rd 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 GG - Annexation No. 24 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Approval Pending with this item
15. Common Use Agreement with Island Reclamation District No. 2062	Approval pending with this item
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

BUDGET IMPACT:

There is no budget impact to the City as all costs are covered by development fees

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and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4091 Village "GG1" within the Old River District, Totaling 48 Single Family Lots, a Common Use Agreement, CFD Annexation No. 24, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "GG"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4091, Village "GG1"
- D. Escrow Instructions for Final Map Tract 4091 Village "GG1"
- E. Final Map - Tract 4091 Village "GG1"
- F. Common Use Agreement with Island Reclamation District No. 2062 for a portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court, and Cabot Avenue, and associated;
 - o Offer of Dedication for Public Utility Easement

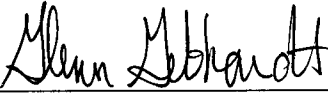
CITY MANAGER'S REPORT **PAGE 5**
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APPROVALS



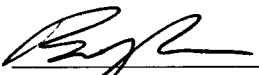
Brad Taylor
Land Development Manager

8/25/2021
Date



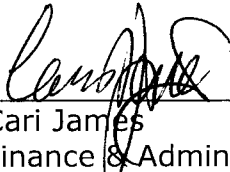
Glenn Gebhardt
City Engineer

8/25/21
Date

 FOR

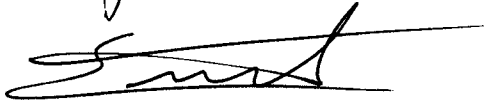
Michael King
Public Works Director

8/30/2021
Date




Cari James
Finance & Administrative Services Director

8/30/2021
Date



Salvador Navarrete
City Attorney

8-30-2021
Date



Stephen J. Salvatore
City Manager

9.2.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4091 VILLAGE "GG1" WITHIN THE OLD RIVER DISTRICT, TOTALING 48 SINGLE FAMILY LOTS, A COMMON USE AGREEMENT, CFD ANNEXATION NO. 24, 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 August 4, 2021, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4091 is within the geographic boundaries of VTM 3694 and Stage 2B; and

WHEREAS, 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, the total cost of the improvements for Village "GG" is \$2,469,000, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4091 that guarantee the unfinished improvements for Village "GG" in the amount of; and

Unfinished Improvement Total:	\$207,000
Performance Bond (120% of Unfinished Improvements):	\$248,400
Labor & Materials Bond (50% of Performance Bond)	\$124,200

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 Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court, and Cabot Avenue 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, Village "GG" needs to be annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve CFD 2013-1 City of Lathrop Annexation No. 24. CFD 2013-1 Island RD 2062

Annexation No. 24, CFD 2013-1 RIPFA Annexation No. 24 and CFD 2016-1 RIPFA Annexation No. 9, are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City; 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 4091 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 and an Annexation of the City of Lathrop Community Facilities District No. 2013-1 No. 24 (River Islands Public Services and Facilities) in substantially the form as attached to the September 13, 2021 staff report, the 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 13th day of September 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

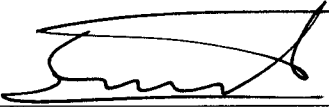
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

VILLAGE GG BOUNDARY

TRACT 4091

TRACT 4091

TRACT 4092

VILLAGE HH

OLD RIVER

VILLAGE KK

VILLAGE II

PARK

VILLAGE JJ

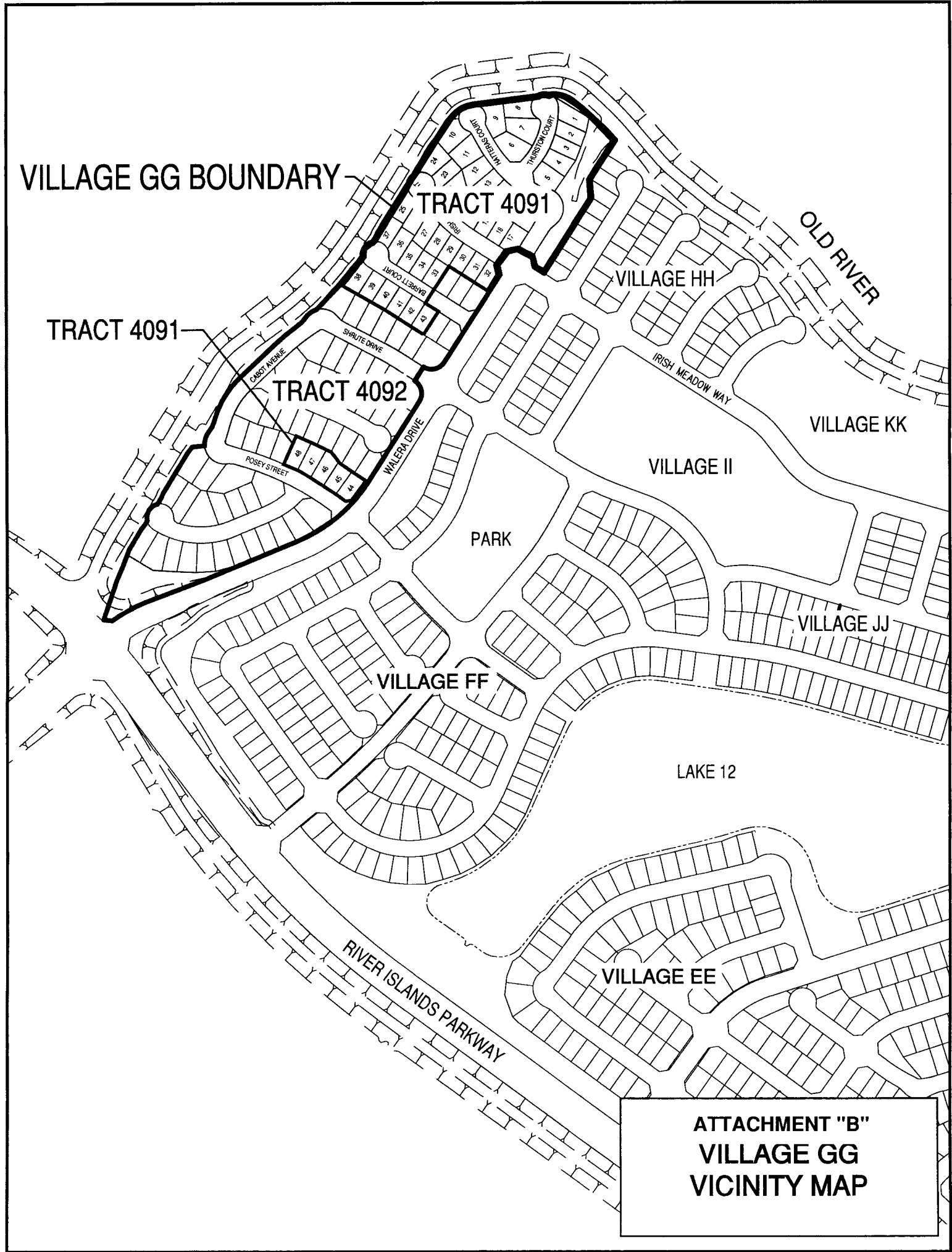
VILLAGE FF

LAKE 12

VILLAGE EE

RIVER ISLANDS PARKWAY

ATTACHMENT "B"
VILLAGE GG
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 4091 VILLAGE “GG1” 48 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **13th 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 4091. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4091 (Village “GG”) located within the Old River District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided that guarantee the unfinished improvements for Village “GG” in the amount shown in Section 8.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4091 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 4091 and Village “GG” 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 4091 are required security as outlined in this Agreement is required.

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 4091 Village "GG"

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 Old River 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 4091 that is conveyed to a private interest not associated with the transfer of title of Tract 4091 associated with the filing of Tract 4091 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4091, 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 \$246,900, equal to 10% of the estimated cost of the Improvements for the Village "GG" entire area (\$2,469,000) 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.

Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

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 "GG" as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. 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:	\$221,400
Performance Bond (Bond No. 0757341):	\$248,400
Labor & Materials Bond (Bond No. 0757341)	\$124,200

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.

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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

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.

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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

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 4091.

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

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

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

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

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

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

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

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

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

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 4091

EXHIBIT B TRACT 4091 AND VILLAGE "GG" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

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

EXHIBIT E: UTILITY CAPACITY GUARANTEES

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

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

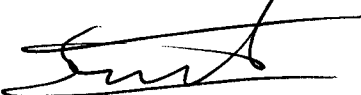
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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:  _____ 8.30.2021
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

SUBDIVIDER

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

BY: _____
Susan Dell'Osso
President

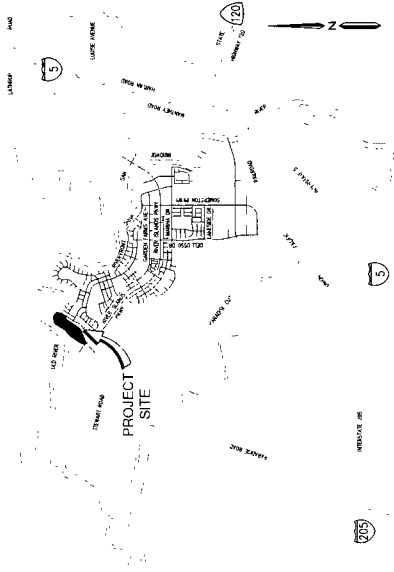
Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

EXHIBIT "A"

FINAL MAP - TRACT 4091

**TRACT 4091
RIVER ISLANDS - STAGE 2B
VILLAGE GG1**

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



VICINITY MAP
NOT TO SCALE

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBODIED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HERIN EMBROIDED FINAL MAP ENTITLED, "TRACT 4091 - RIVER ISLANDS-STAGE 2B, VILLAGE GG1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

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

- TO THE CITY OF LATHROP FOR PUBLIC PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS CABOT AVENUE, POSEY DRIVE, WALDRA DRIVE, BARRETT COURT, HATERSA COURT, RUSH MEADOW COURT, AND THURSTON 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, 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.U.E." (PUBLIC UTILITY EASEMENT)

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

- TO THE CITY OF LATHROP, PARCELS A THROUGH F FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP
- THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 5, 6, 15, 17, 32, AND 44, 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 ORIGINAL 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 PARCEL 1 THROUGH 5 FOR FUTURE DEVELOPMENT

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

BY: SUSAN DELL'OSSO DATE: _____
ITS: PRESIDENT

DATED THIS _____ DAY OF _____, 2021

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-180886, 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: _____
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, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

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

WITNESS MY HAND

SIGNATURE _____
NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY 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 HERIN EMBROIDED MAP ENTITLED, "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) 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. _____, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION AND FILING IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 5, 6, 15, 17, 32, AND 44 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS A THROUGH F IN FEE, AND ACCEPTED THE OFFER OF DEDICATION OF ALL AVENUES, DRIVES, STREETS, AND COURTS 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.

ALSO, PURSUANT TO SECTION 65434(G), OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-088983, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP

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, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

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

WITNESS MY HAND

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

EXEMPT FROM FEE PER GOVERNMENT CODE 273981. DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION

DATED THIS _____ DAY OF _____, 2021

MARK MEISSNER, 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 I HAVE REVIEWED THE AMENDED VESTING TENTATIVE MAP NO. 3894, AND I HEREBY CERTIFY THAT THE CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 3894, 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP

DATED THIS _____ DAY OF _____, 2021



GLENN GEBHARDT, R.E.C. 34681
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 \$ _____

STEVE BESTIARDI, ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY: _____ ASSISTANT/DEPUTY RECORDER

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF FRANCISCO E. PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, 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 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021

DARRYL A. ALEXANDER, P.L.S. 3071
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 ORDINANCE. AT THE TIME OF THE SURVEY, THE BOUNDARIES OF THE TRACTS WERE DETERMINED BY MEASUREMENT AND THE POSITIONS OF THE MONUMENTS WERE LOCATED AND THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021

DIAN GRAMFORD, P.L.S. NO 7788



RECITALS

1. RIGHT TO FARM STATEMENT
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.46.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE OPERATIONS THAT INVOLVE THE USE OF PESTICIDES, FERTILIZERS, AND OTHER AGRICULTURAL CHEMICALS AND OPERATIONS THAT INVOLVE THE USE OF AGRICULTURAL MACHINERY AND EQUIPMENT. SUCH OPERATIONS MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWEIL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, AND VIBRATION. THE CITY OF LATHROP DOES NOT INTEND TO INTERFERE WITH THE PRODUCTION OF SUCH PRODUCTS OR TO PREVENT THE USE OF SUCH PRODUCTS OR TO PREVENT THE USE OF SUCH PRODUCTS OR TO PREVENT THE USE OF SUCH PRODUCTS. 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.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEF J. TOOLE, GE NO 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CONSISTS OF 48 PARCELS, PARCELS 1 THROUGH 5 AND 6 REFERRED TO AS PARCELS 1 THROUGH 5, AND 16 ACRES, 42.16 ACRES, OF LESSER DIMENSIONS THAT ARE BEING DEDICATED BY THIS FINAL MAP, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4091 AREA SUMMARY	
LOTS 1 THROUGH 48	14,679 AC±
STREET DEDICATIONS	9,124 AC±
PARCELS A THROUGH F	1,925 AC±
PARCEL 1 THROUGH 5	16,428 AC±
TOTAL	42,16 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021803-1R, DATED MARCH 8, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- (R1) 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)
- (R2) 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)
- (R3) TRACT 4067, RIVER ISLANDS-STAGE 2B, VILLAGE FF, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 163, S.J.C.R. (43 MAP 163)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 86436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2007-01046177, S.J.C.R.
2. LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2019-0600955, S.J.C.R.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

- 1) PARCELS A THROUGH F, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.
- THE CITY OF LATHROP SHALL RECOVER THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED IN MAP 21, AS A PART OF TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



SCALE 1" = 150'
0 75' 150' 300'

LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7785" PER (R1)

- RESTRICTED ACCESS
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DEOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-W) MONUMENT TO MONUMENT
- (CL INTX-M) CENTERLINE INTERSECTION TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- (DN) DOCUMENT NUMBER
- (P.U.E) PUBLIC UTILITY EASEMENT
- (W.E) WALL EASEMENT
- (W.C) WITNESS CORNER
- (L1/C/R1) LINE, CURVE, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER

NOTES

SEE SHEET 2 FOR REFERENCES

BASIS OF BEARINGS

THE BEARING OF NORTH 32°35'34" EAST BETWEEN FOUND MONUMENTS ALONG WALLELA DRIVE AND SHUTE DRIVE, AND THE BEARING OF NORTH 32°35'34" EAST BETWEEN FOUND MONUMENTS ALONG WALLELA DRIVE AND POSSE STREET, SAN JOAQUIN COUNTY, CALIFORNIA, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

EASEMENTS

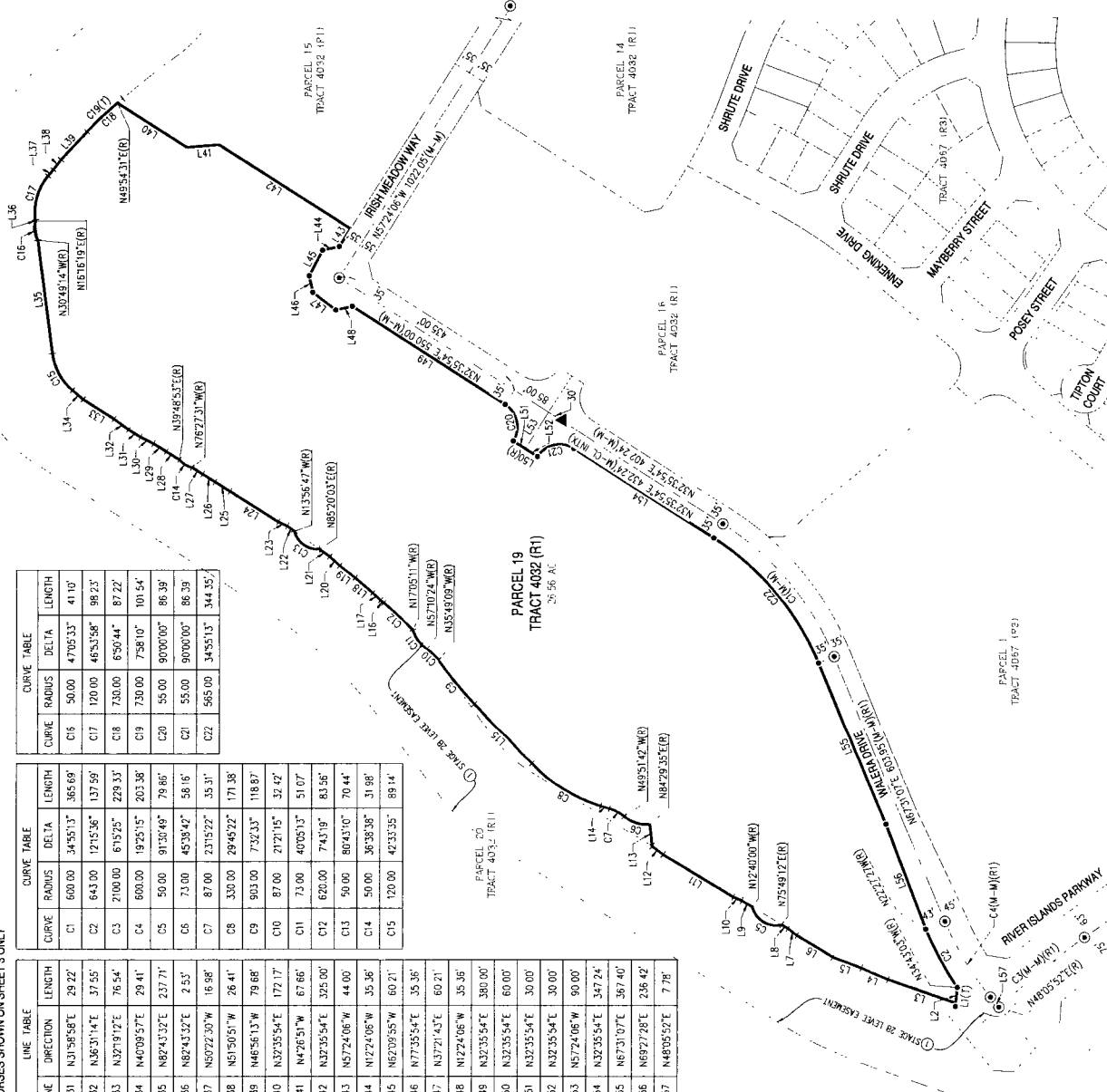
- ① STAGE 2B LEVEL EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT
- ② 2062 PER DN 2018-060095, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA
L1	N84°11'41"W	38.99'	C15	600.00	34°55'13"
L2	N84°11'41"W	32.06'	C2	643.00	12°15'56"
L3	N85°24'55"E	148.31'	C3	7100.00	6°50'44"
L4	N23°06'37"E	58.81'	C4	600.00	19°25'15"
L5	N20°41'05"E	63.58'	C5	50.00	91°38'49"
L6	N31°00'36"E	87.20'	C6	73.00	45°38'42"
L7	N37°55'49"E	23.90'	C7	87.00	23°15'22"
L8	N31°34'36"E	15.02'	C8	330.00	29°45'22"
L9	N31°34'36"E	25.48'	C9	903.00	7°52'33"
L10	N22°56'23"E	19.24'	C10	87.00	21°21'15"
L11	N31°34'36"E	171.27'	C11	73.00	40°05'13"
L12	N37°29'42"E	29.10'	C12	620.00	7°43'19"
L13	N84°29'35"E	46.04'	C13	50.00	80°43'10"
L14	N16°52'46"E	19.26'	C14	50.00	36°38'38"
L15	N46°38'18"E	174.53'	C15	120.00	42°33'35"
L16	N38°58'05"E	8.24'	C16	77.00	35°54'12"
L17	N43°31'24"E	22.90'	C17	87.00	21°21'15"
L18	N40°16'22"E	48.21'	C18	172.00	35°54'12"
L19	N30°03'14"E	40.70'	C19	172.00	35°54'12"
L20	N42°06'21"E	28.07'	C20	50.00	32°35'54"
L21	N35°41'32"E	26.32'	C21	50.00	32°35'54"
L22	N35°41'32"E	18.22'	C22	50.00	32°35'54"
L23	N24°41'33"E	20.66'	C23	50.00	32°35'54"
L24	N32°25'21"W	118.82'	C24	50.00	32°35'54"
L25	N32°32'48"E	37.39'	C25	50.00	32°35'54"
L26	N31°52'04"E	30.45'	C26	50.00	32°35'54"
L27	N31°51'48"E	25.82'	C27	50.00	32°35'54"
L28	N31°49'27"E	31.34'	C28	50.00	32°35'54"
L29	N26°17'28"E	30.51'	C29	50.00	32°35'54"

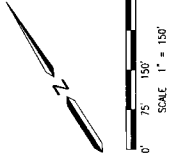
LINE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA
L30	N46°38'18"E	174.53'	C30	120.00	42°33'35"
L31	N46°38'18"E	174.53'	C31	120.00	42°33'35"
L32	N46°38'18"E	174.53'	C32	120.00	42°33'35"
L33	N46°38'18"E	174.53'	C33	120.00	42°33'35"
L34	N46°38'18"E	174.53'	C34	120.00	42°33'35"
L35	N46°38'18"E	174.53'	C35	120.00	42°33'35"
L36	N46°38'18"E	174.53'	C36	120.00	42°33'35"
L37	N46°38'18"E	174.53'	C37	120.00	42°33'35"
L38	N46°38'18"E	174.53'	C38	120.00	42°33'35"
L39	N46°38'18"E	174.53'	C39	120.00	42°33'35"
L40	N46°38'18"E	174.53'	C40	120.00	42°33'35"
L41	N46°38'18"E	174.53'	C41	120.00	42°33'35"
L42	N46°38'18"E	174.53'	C42	120.00	42°33'35"
L43	N46°38'18"E	174.53'	C43	120.00	42°33'35"
L44	N46°38'18"E	174.53'	C44	120.00	42°33'35"
L45	N46°38'18"E	174.53'	C45	120.00	42°33'35"
L46	N46°38'18"E	174.53'	C46	120.00	42°33'35"
L47	N46°38'18"E	174.53'	C47	120.00	42°33'35"
L48	N46°38'18"E	174.53'	C48	120.00	42°33'35"
L49	N46°38'18"E	174.53'	C49	120.00	42°33'35"
L50	N46°38'18"E	174.53'	C50	120.00	42°33'35"
L51	N46°38'18"E	174.53'	C51	120.00	42°33'35"
L52	N46°38'18"E	174.53'	C52	120.00	42°33'35"
L53	N46°38'18"E	174.53'	C53	120.00	42°33'35"
L54	N46°38'18"E	174.53'	C54	120.00	42°33'35"
L55	N46°38'18"E	174.53'	C55	120.00	42°33'35"
L56	N46°38'18"E	174.53'	C56	120.00	42°33'35"
L57	N46°38'18"E	174.53'	C57	120.00	42°33'35"
L58	N46°38'18"E	174.53'	C58	120.00	42°33'35"
L59	N46°38'18"E	174.53'	C59	120.00	42°33'35"
L60	N46°38'18"E	174.53'	C60	120.00	42°33'35"

LINE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA
L61	N46°38'18"E	174.53'	C61	120.00	42°33'35"
L62	N46°38'18"E	174.53'	C62	120.00	42°33'35"
L63	N46°38'18"E	174.53'	C63	120.00	42°33'35"
L64	N46°38'18"E	174.53'	C64	120.00	42°33'35"
L65	N46°38'18"E	174.53'	C65	120.00	42°33'35"
L66	N46°38'18"E	174.53'	C66	120.00	42°33'35"
L67	N46°38'18"E	174.53'	C67	120.00	42°33'35"
L68	N46°38'18"E	174.53'	C68	120.00	42°33'35"
L69	N46°38'18"E	174.53'	C69	120.00	42°33'35"
L70	N46°38'18"E	174.53'	C70	120.00	42°33'35"
L71	N46°38'18"E	174.53'	C71	120.00	42°33'35"
L72	N46°38'18"E	174.53'	C72	120.00	42°33'35"
L73	N46°38'18"E	174.53'	C73	120.00	42°33'35"
L74	N46°38'18"E	174.53'	C74	120.00	42°33'35"
L75	N46°38'18"E	174.53'	C75	120.00	42°33'35"
L76	N46°38'18"E	174.53'	C76	120.00	42°33'35"
L77	N46°38'18"E	174.53'	C77	120.00	42°33'35"
L78	N46°38'18"E	174.53'	C78	120.00	42°33'35"
L79	N46°38'18"E	174.53'	C79	120.00	42°33'35"
L80	N46°38'18"E	174.53'	C80	120.00	42°33'35"



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

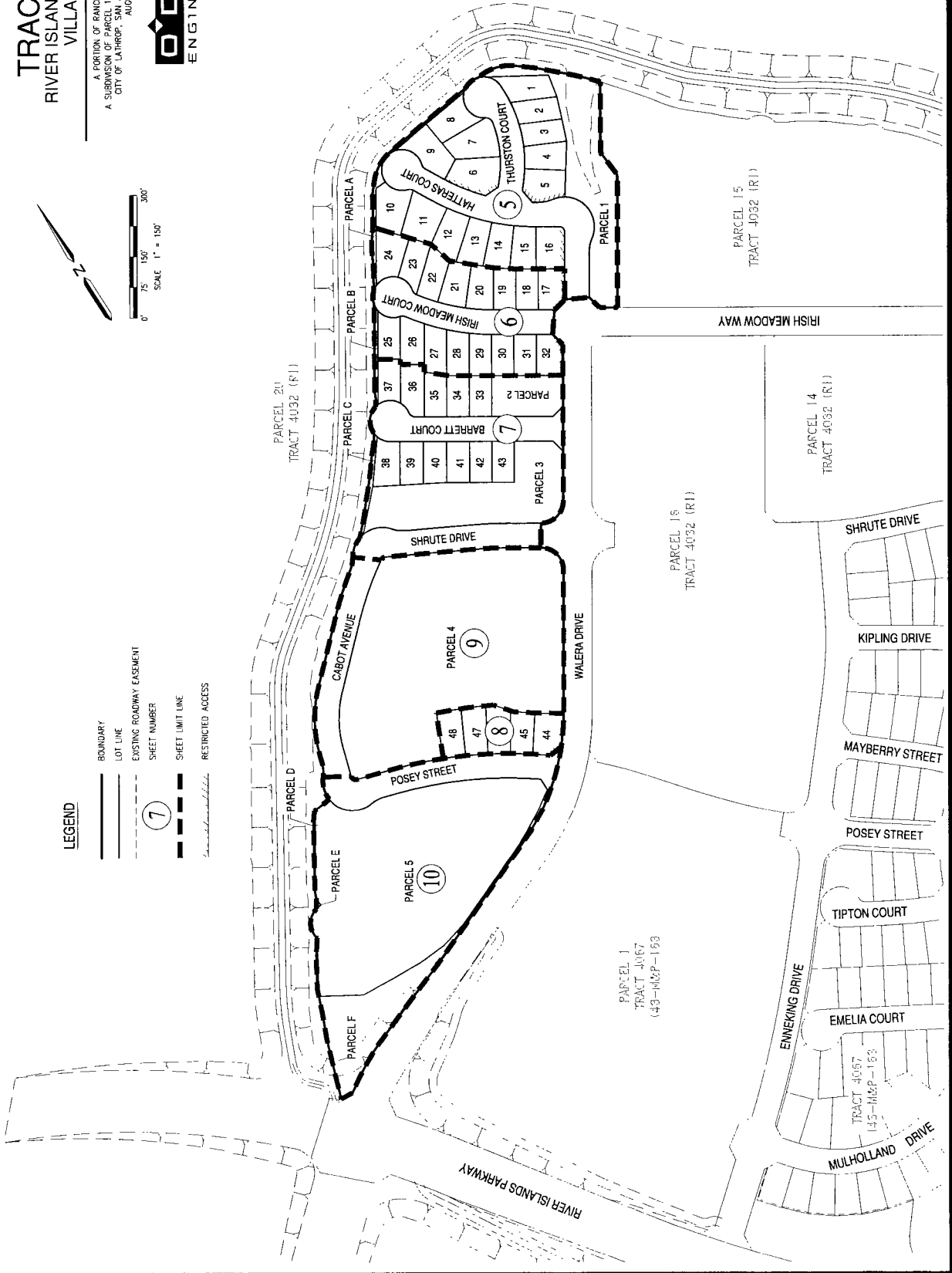
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SHERMAN COUNTY, CALIFORNIA
AUGUST 2022



LEGEND

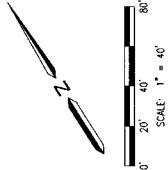
- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

7



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PASADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SHERMAN COUNTY, CALIFORNIA
AUGUST 2021

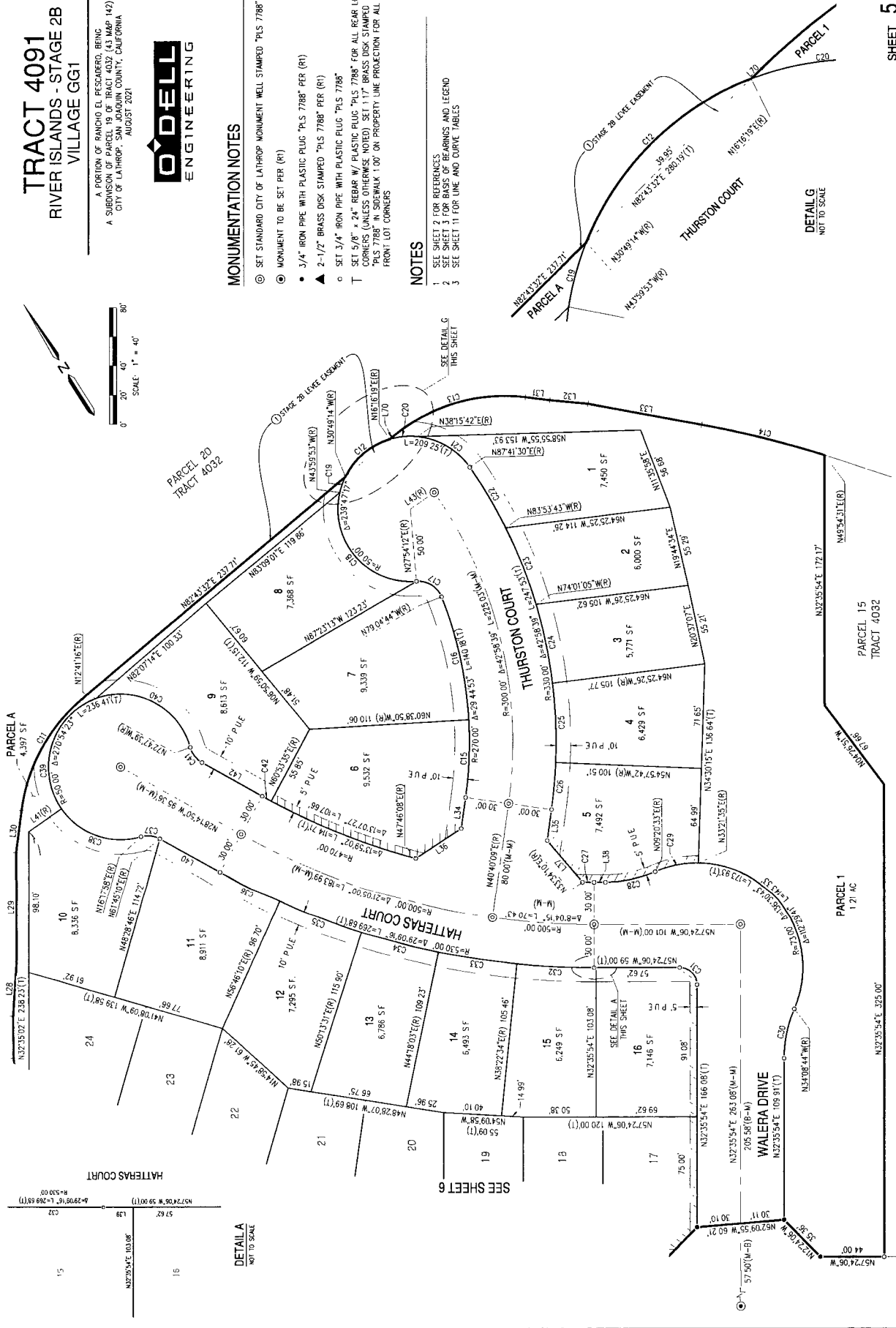


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R)
- 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 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

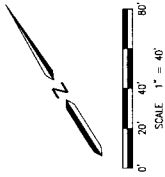
NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 11 FOR LINE AND CURVE TABLES



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LAHROOP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

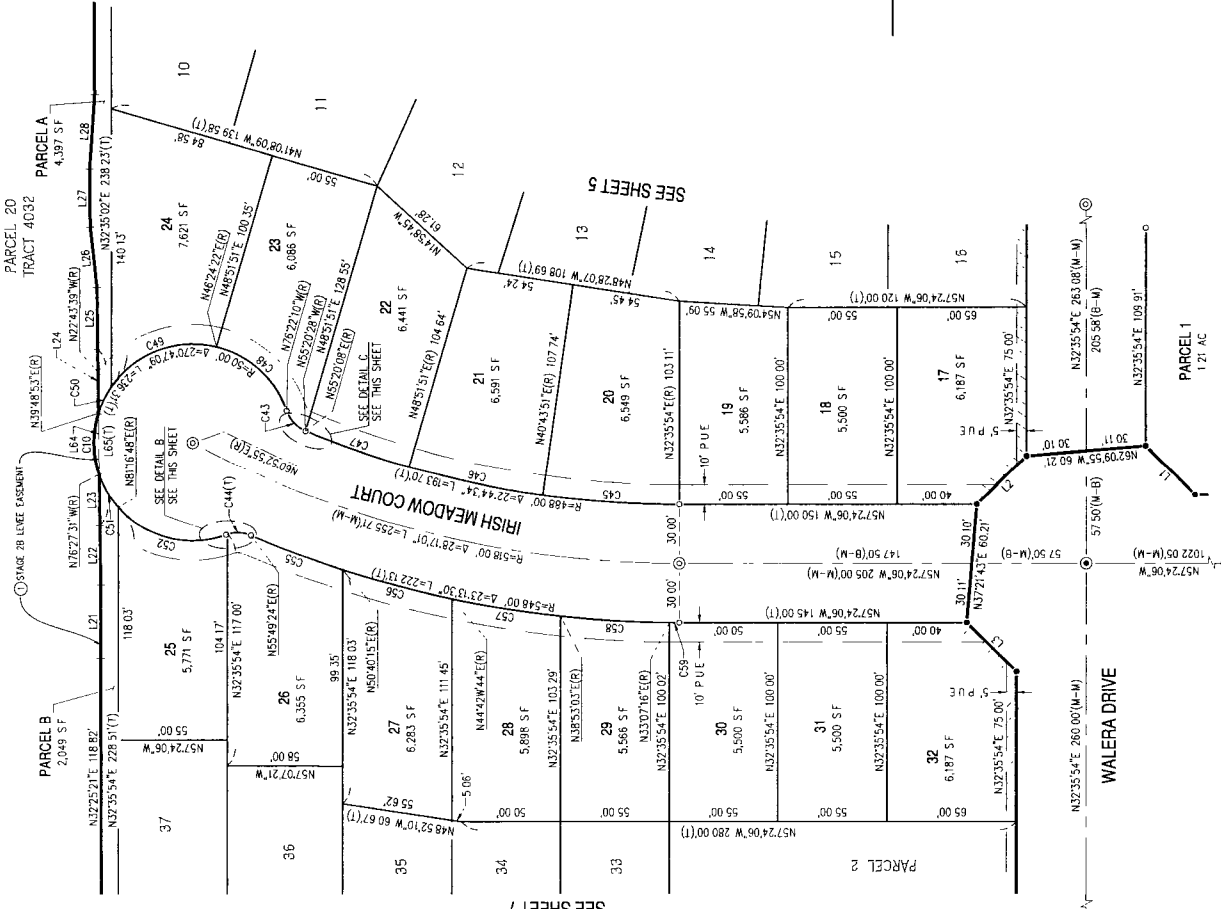


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHROOP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (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

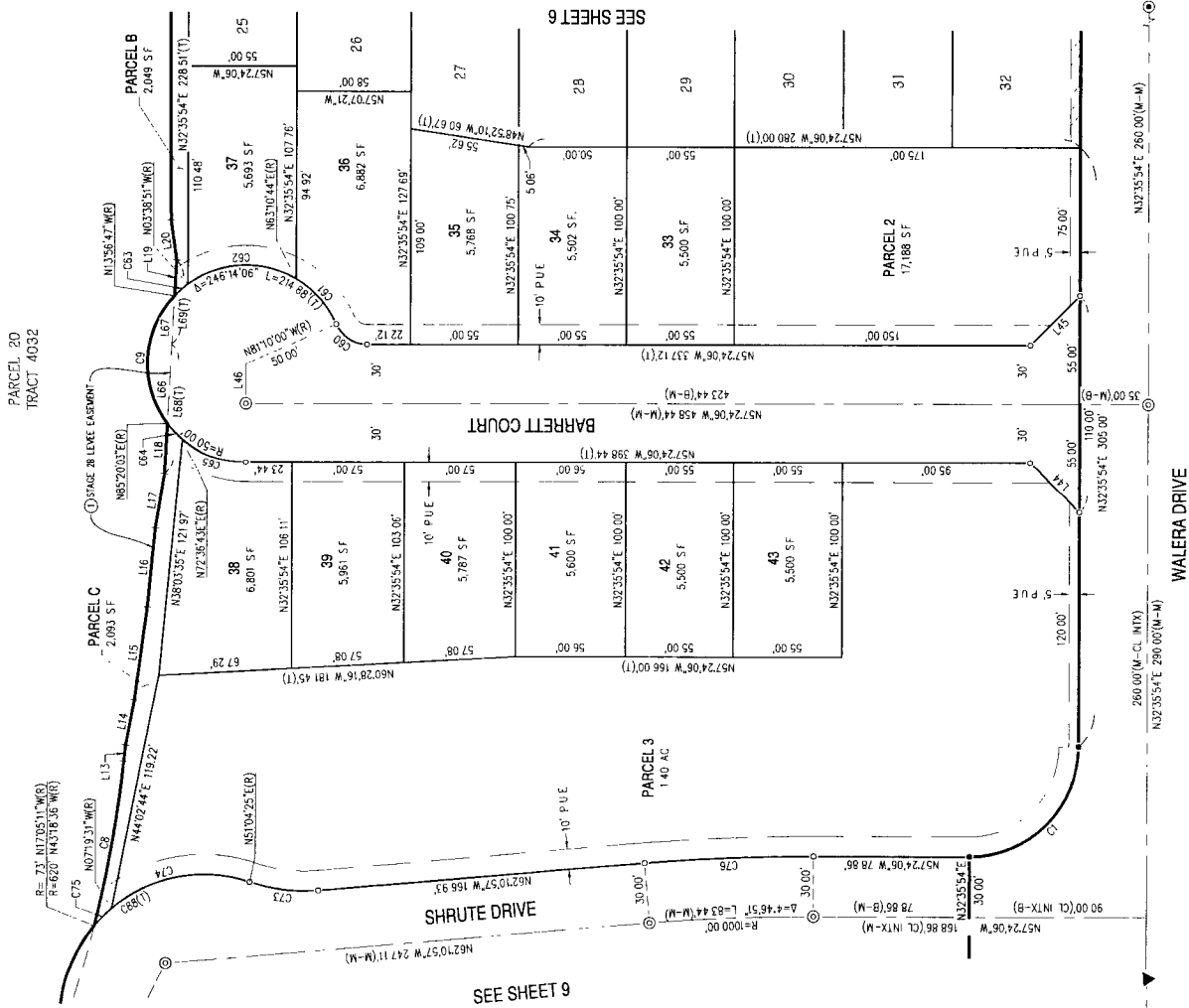
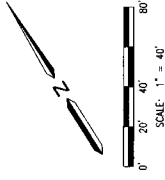
NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 11 FOR LINE AND CURVE TABLES



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



MONUMENTATION NOTES

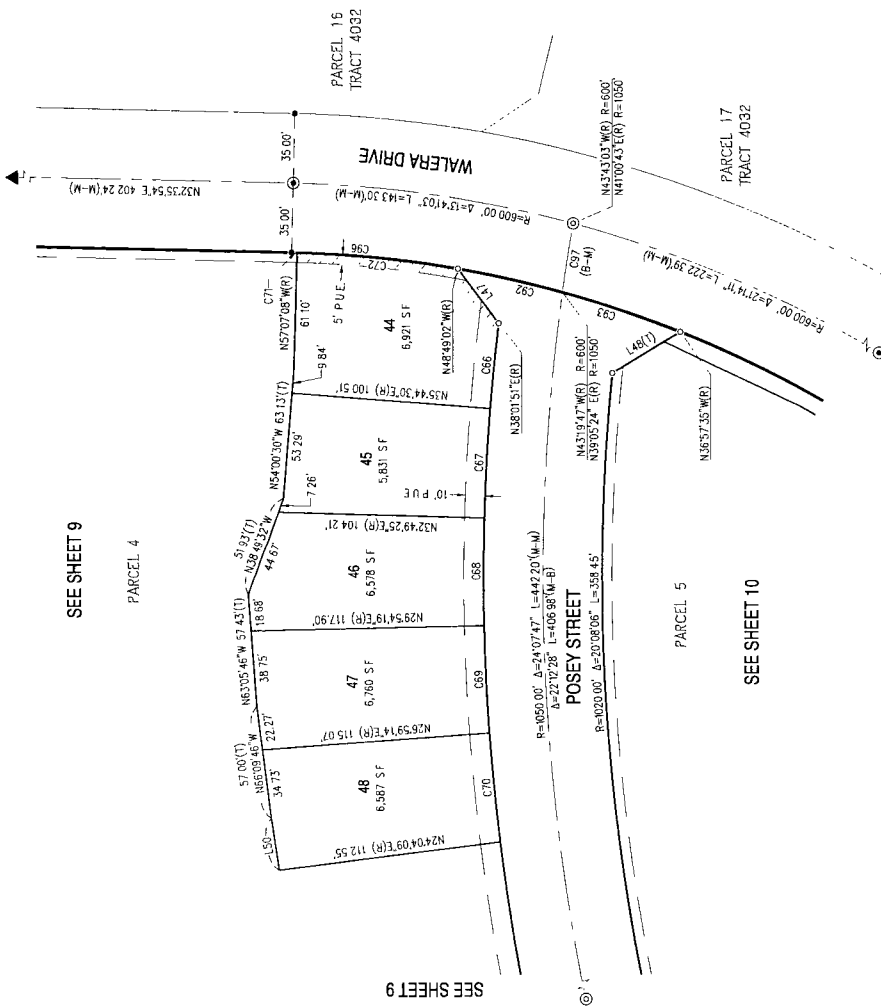
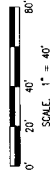
- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" 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

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 11 FOR LINE AND CURVE TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (437MBP 742)
CITY OF LAHROP, CALIFORNIA COUNTY, CALIFORNIA
AUGUST 2021



MONUMENTATION NOTES

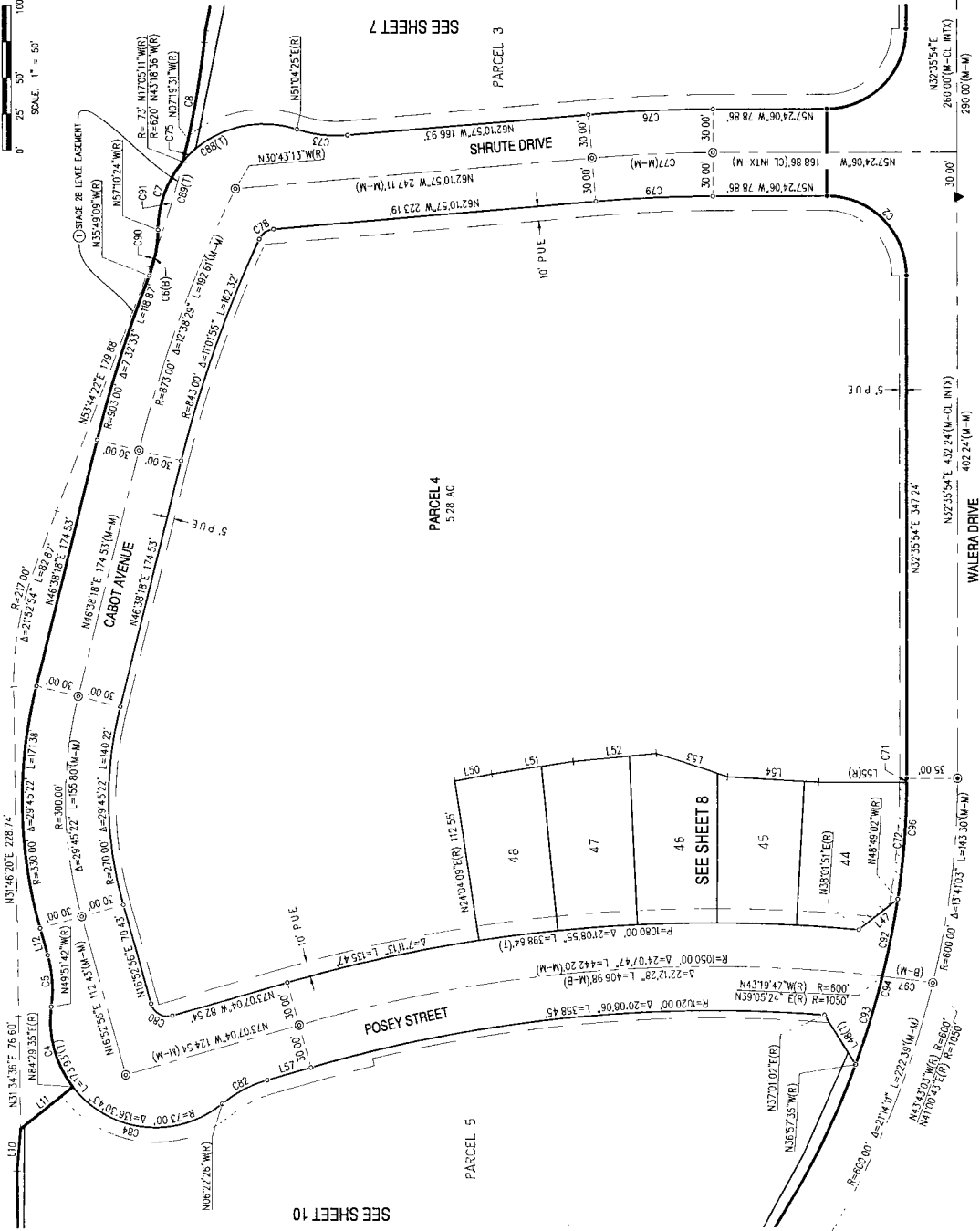
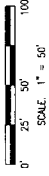
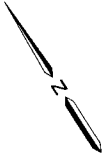
- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R)
- ▲ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 11 FOR LINE AND CURVE TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (4.3 MAP 142)
CITY OF LAHOMA, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHOMA MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (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" BRASS DISK STAMPED "PLS 7788" AND SET BACK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BESS AND LEGEND
- 3 SEE SHEET 11 FOR LINE AND CURVE TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (4.3 MAP 142)
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 10 ONLY

LINE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE				
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N1224.06°W	35.36'	L41	N8746.27°E	27.68'	C1	55.00	9000.00"	86.39'	C41	17.00	4527.71"	13.48'
L2	N7735.54°E	35.35'	L42	N2814.50°W	47.61'	C2	55.00	9000.00"	86.39'	C42	470.00	051.34"	7.05'
L3	N1224.06°W	35.36'	L43	N8741.30°E	20.00'	C3	50.00	9130.49"	79.86'	C43	17.00	4617.22"	14.33'
L4	N8411.41°W	38.99'	L44	N1224.06°W	35.35'	C4	73.00	4538.43"	58.16'	C44	17.00	4725.83"	12.75'
L5	N8411.41°W	39.08'	L45	N7735.54°E	35.36'	C5	87.00	2315.22"	35.31'	C45	488.00	8075.77"	69.27'
L6	N3759.49°E	23.90'	L46	N3235.54°E	20.00'	C6	87.00	2121.05"	32.42'	C46	488.00	8088.01"	69.27'
L7	N3134.36°E	19.02'	L47	N8436.25°E	34.37'	C7	73.00	4005.13"	51.07'	C47	488.00	6781.17"	55.12'
L8	N3134.36°E	25.46'	L48	N0014.37°E	39.94'	C8	620.00	743.09"	83.56'	C48	50.00	5713.28"	49.94'
L9	N2236.23°E	19.24'	L49	N0014.37°E	30.36'	C9	50.00	8043.10"	70.44'	C49	50.00	6938.01"	60.33'
L10	N3729.42°E	29.10'	L50	N8744.57°W	26.12'	C10	50.00	3638.38"	31.98'	C50	50.00	1795.14"	14.91'
L11	N8429.35°E	46.04'	L51	N6509.46°W	57.00'	C11	120.00	4233.35"	88.14'	C51	50.00	2215.42"	19.43'
L12	N1652.56°E	19.26'	L52	N6306.46°W	57.43'	C12	50.00	4705.33"	41.10'	C52	50.00	6826.07"	59.72'
L13	N3858.05°E	8.24'	L53	N3849.32°W	51.93'	C13	120.00	4653.58"	88.23'	C53	17.00	157.09"	0.58'
L14	N4331.24°E	22.90'	L54	N5400.30°W	63.13'	C14	730.00	650.44"	87.22'	C54	17.00	4101.34"	12.17'
L15	N4016.22°E	48.21'	L55	N5707.08°W	61.10'	C15	270.00	1118.59"	53.33'	C55	548.00	508.09"	49.28'
L16	N3803.14°E	40.70'	L56	N0014.37°E	9.98'	C16	270.00	1825.54"	86.86'	C56	548.00	557.31"	56.99'
L17	N4206.21°E	28.02'	L57	N7307.04°W	31.37'	C17	17.00	7301.04"	21.66'	C57	548.00	546.41"	55.74'
L18	N3541.32°E	26.32'	L58	N245.39°E	23.35'	C18	50.00	10805.55"	64.33'	C58	548.00	546.47"	55.12'
L19	N3541.48°E	19.22'	L59	N2236.23°E	8.51'	C19	50.00	1370.95"	11.50'	C59	548.00	031.22"	5.00'
L20	N2441.33°E	20.66'	L60	N2236.23°E	7.72'	C20	50.00	2159.23"	19.19'	C60	17.00	6614.06"	19.65'
L21	N3232.48°E	37.39'	L61	N2236.23°E	3.01'	C21	50.00	4925.48"	43.14'	C61	50.00	3539.16"	31.11'
L22	N3152.04°E	30.45'	L62	N8404.33°E	43.55'	C22	330.00	874.17"	48.46'	C62	50.00	6649.35"	58.32'
L23	N3151.48°E	7.78'	L63	N4806.52°E	7.78'	C23	330.00	952.38"	56.89'	C63	50.00	1017.56"	6.99'
L24	N3151.48°E	32.30'	L64	N3151.48°E	31.44'	C24	330.00	935.99"	55.26'	C64	50.00	1243.20"	11.10'
L25	N3149.27°E	31.34'	L65	N3151.48°E	89.56'	C25	330.00	927.44"	54.50'	C65	50.00	4090.49"	34.92'
L26	N2617.28°E	39.51'	L66	N3541.32°E	40.48'	C26	330.00	537.51"	32.43'	C66	1080.00	217.21"	43.15'
L27	N3158.58°E	29.22'	L67	N3541.48°E	24.28'	C27	470.00	058.16"	7.97'	C67	1080.00	255.05"	55.01'
L28	N3631.14°E	37.55'	L68	N3541.32°E	66.80'	C28	87.00	2315.22"	35.31'	C68	1080.00	255.05"	55.01'
L29	N3219.12°E	76.54'	L69	N3541.48°E	42.50'	C29	73.00	2401.02"	30.60'	C69	1080.00	255.05"	55.01'
L30	N4009.57°E	29.41'	L70	N8243.32°E	2.53'	C30	87.00	2315.22"	35.31'	C70	1080.00	255.05"	55.01'
L31	N6922.30°W	16.98'				C31	12.00	9000.00"	18.65'	C71	565.00	016.58"	2.79'
L32	N5150.51°W	28.41'				C32	530.00	546.40"	53.45'	C72	565.00	818.06"	81.86'
L33	N4656.13°W	79.68'				C33	530.00	555.28"	54.60'	C73	87.00	2315.22"	35.31'
L34	N4040.09°E	21.59'				C34	530.00	555.28"	54.60'	C74	73.00	5823.56"	74.41'
L35	N4040.09°E	21.59'				C35	530.00	632.39"	60.54'	C75	73.00	845.40"	12.44'
L36	N8913.09°E	37.48'				C36	530.00	458.59"	46.08'	C76	1030.00	446.51"	85.94'
L37	N752.50°W	37.48'				C37	17.00	4527.71"	13.48'	C77	1000.00	446.51"	83.44'
L38	N5724.06°W	7.82'				C38	50.00	7128.29"	62.37'	C78	12.00	6008.50"	12.60'
L39	N5724.06°W	1.37'				C39	50.00	10454.49"	91.55'	C79	970.00	446.51"	80.94'
L40	N2814.50°W	47.61'				C40	50.00	9431.05"	82.48'	C80	12.00	9000.00"	18.65'

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

EXHIBIT "B"

TRACT 4091 VILLAGE "GG" AREA

VILLAGE GG BOUNDARY

TRACT 4091

TRACT 4091

TRACT 4092

VILLAGE HH

OLD RIVER

VILLAGE KK

VILLAGE II

PARK

VILLAGE JJ

VILLAGE FF

LAKE 12

VILLAGE EE

RIVER ISLANDS PARKWAY

EXHIBIT "B"
VILLAGE GG
VICINITY MAP

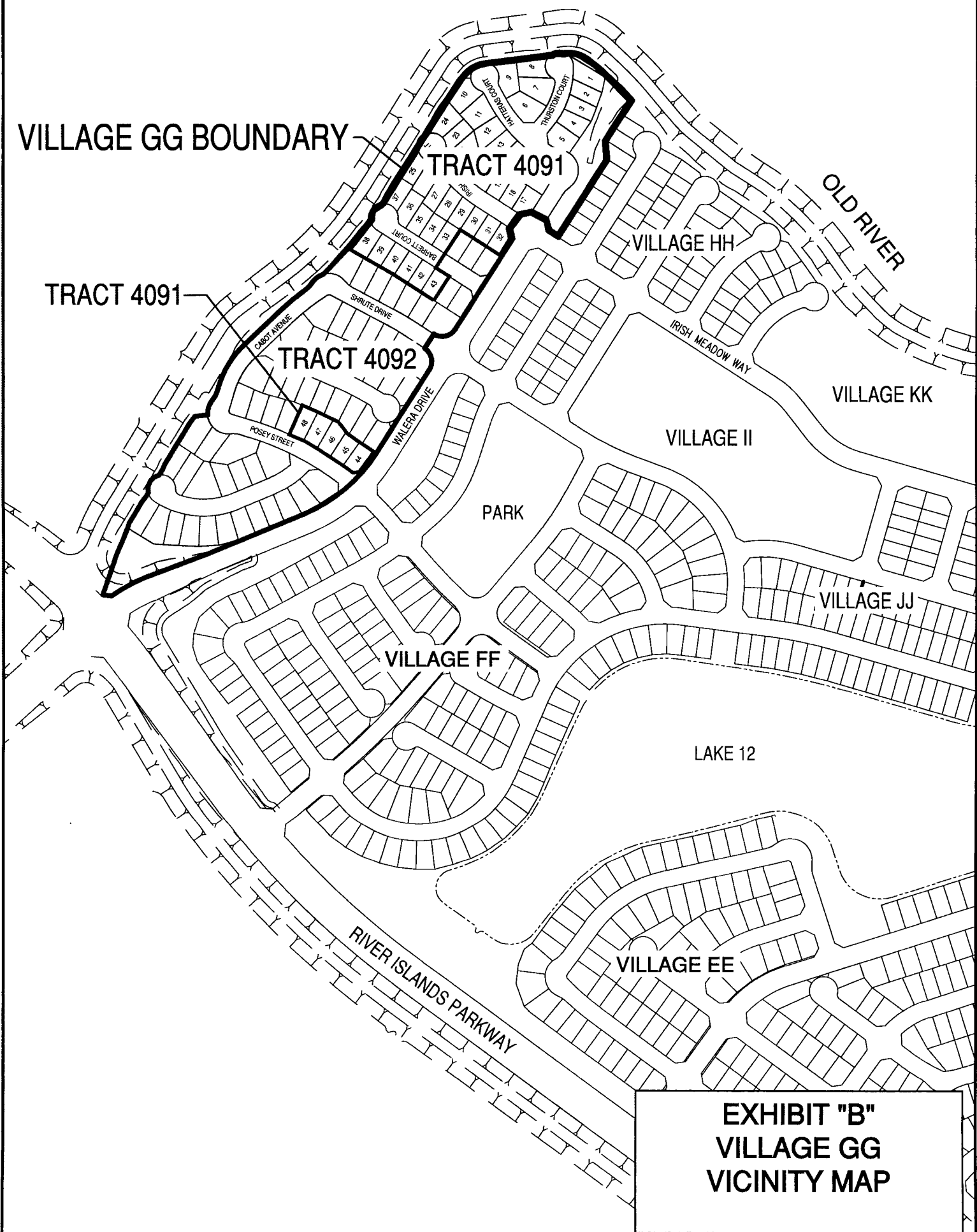


EXHIBIT "C"

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.

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.

Name Of Person(s) Or Organization(s)
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 4091 Village "GG"

EXHIBIT "D"

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

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - Stage 2B
VILLAGE GG (110 LOTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 11, 2021
Job No.: 25503-48

Item Description	Quantity	Unit	Unit Price	Amount
1 Sanitary Sewer Raising Iron & Setting SSCO boxes (0% Completion)	1	LS	\$ 55,300.00	\$ 55,300.00
2 Storm Drain Raising Iron (0% Completion)	1	LS	\$ 2,400.00	\$ 2,400.00
3 Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 58,800.00	\$ 58,800.00
4 Joint Trench (60% Completion)	1	LS	\$ 75,500.00	\$ 75,500.00
5 AC Paving (0% Completion)	1	LS	\$ 14,400.00	\$ 14,400.00
6 Striping & Mounments (0% Completion)	1	LS	\$ 15,000.00	\$ 15,000.00
			TOTAL COST TO COMPLETE \$	221,400.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village GG dated 08/11/2021

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE GG (110 UNITS)
STAGE 2B
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 6, 2019
Job No.: 25503-48

Item	Description	Quantity	Unit	Unit Price	Amount
<u>ROADWAY</u>					
1	Fine Grading	301,700	SF	\$ 0.45	\$ 135,765.00
2	3" AC Paving	102,800	SF	\$ 1.50	\$ 154,200.00
3	4.5" AC Paving	63,900	SF	\$ 2.25	\$ 143,775.00
4	6" Aggregate Base	29,200	SF	\$ 0.90	\$ 26,280.00
5	7" Aggregate Base	73,700	SF	\$ 1.05	\$ 77,385.00
6	8" Aggregate Base	63,800	SF	\$ 1.20	\$ 76,560.00
7	Vertical Curb and Gutter <i>(with AB cushion)</i>	2,600	LF	\$ 15.00	\$ 39,000.00
8	Rolled Curb and Gutter <i>(with AB cushion)</i>	7,100	LF	\$ 15.00	\$ 106,500.00
9	Concrete Sidewalk	48,100	SF	\$ 5.00	\$ 240,500.00
10	Driveway Approach	110	EA	\$ 600.00	\$ 66,000.00
11	Handicap Ramps	6	EA	\$ 2,500.00	\$ 15,000.00
12	Survey Monuments	22	EA	\$ 300.00	\$ 6,600.00
13	Traffic Signing & Striping	4,540	LF	\$ 5.00	\$ 22,700.00
14	Dewatering <i>(budget)</i>	4,540	LF	\$ 75.00	\$ 340,500.00
Subtotal Roadway					\$ 1,450,765.00
<u>STORM DRAIN</u>					
15	15" Storm Drain Pipe	390	LF	\$ 34.00	\$ 13,260.00
16	18" Storm Drain Pipe	980	LF	\$ 46.00	\$ 45,080.00
17	24" Storm Drain Pipe	850	LF	\$ 65.00	\$ 55,250.00
18	30" Storm Drain Pipe	140	LF	\$ 80.00	\$ 11,200.00
19	Catch Basins <i>(type A inlet)</i>	23	EA	\$ 2,400.00	\$ 55,200.00
20	Catch Basins <i>(type A inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
21	Catch Basins <i>(type C inlet over type I manhole base)</i>	1	EA	\$ 1,200.00	\$ 1,200.00
22	Manholes <i>(type I)</i>	2	EA	\$ 3,000.00	\$ 6,000.00
23	Manholes <i>(type II)</i>	1	EA	\$ 7,500.00	\$ 7,500.00
24	Storm Drain Outfall	1	EA	\$ 10,000.00	\$ 10,000.00
25	Connect to Existing	5	EA	\$ 1,700.00	\$ 8,500.00
Subtotal Storm Drain					\$ 218,190.00
<u>SANITARY SEWER</u>					
26	8" Sanitary Sewer Pipe	3,800	LF	\$ 28.00	\$ 106,400.00
27	Manholes	21	EA	\$ 4,000.00	\$ 84,000.00
28	Sewer Service	110	EA	\$ 600.00	\$ 66,000.00
29	Connect to Existing	6	EA	\$ 3,000.00	\$ 18,000.00
Subtotal Sanitary Sewer					\$ 274,400.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
30	8" Water Line <i>(including all appurtenances)</i>	4,710	LF	\$ 32.00	\$ 150,720.00
31	8" GV	17	EA	\$ 1,550.00	\$ 26,350.00
32	1-1/2" Water Service	110	EA	\$ 2,000.00	\$ 220,000.00
33	2" Water Service	2	EA	\$ 2,000.00	\$ 4,000.00
34	Fire Hydrants	11	EA	\$ 4,000.00	\$ 44,000.00
35	Blow-Off	7	EA	\$ 4,000.00	\$ 28,000.00
36	ARV	7	EA	\$ 2,500.00	\$ 17,500.00
37	Connect to Existing	5	EA	\$ 4,000.00	\$ 20,000.00
Subtotal Water					\$ 510,570.00
<u>NON-POTABLE WATER</u>					
38	10" Non-Potable Water Line <i>(including all appurtenances)</i>	230	LF	\$ 35.00	\$ 8,050.00
39	Non-Potable Water Service	1	EA	\$ 2,000.00	\$ 2,000.00
40	Blow-Off	1	EA	\$ 4,000.00	\$ 4,000.00
41	Connect to Existing	1	EA	\$ 300.00	\$ 300.00
Subtotal Non-Potable Water					\$ 14,350.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 2,469,000.00
COST PER LOT					\$ 22,445.00

Notes:

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

EXHIBIT E

UTILITY CAPACITY GUARANTEES

In accordance with the First Amendment to the 2003 Amended and Restated Development Agreement by and Between the City of Lathrop and Califia, LLC, ("DA"), SUBDIVIDER shall provide the following guarantees for wastewater treatment and recycled water capacity to utilize an additional 120,000 gallons per day of treatment capacity from the Lathrop Consolidated Treatment Facility ("CTF") on an interim basis. As a requirement for the additional 120,000 gpd of capacity to be utilized, River Islands shall first execute the City's Funding Agreement for Surface Water Discharge Project for an amount of \$2,000,000 and that agreement shall be approved by City Council. A portion of this funding commitment shall be utilized for the expansion of land disposal areas ("sprayfields") should the City not receive its final Federal and State entitlements for design, construction and use of the Surface Water Discharge Project. Should a portion of the funding commitment become necessary, the following additional conditions are to be satisfied prior to July 1, 2022:

1. Have fully constructed, inspected and dedicated to the City the following improvements:
 - The Paradise Road Sprayfield Expansion (also known as "Sprayfield A31") to accommodate the additional 120,000 gpd of treatment capacity
 - Recycled Water Pipeline extensions to the Sprayfield Expansion as necessary
2. Provide any outstanding funding for RWQCB permits and/or authorizations to be completed by the City to allow use of Sprayfield A31.
3. Implement terms and conditions of the Second Amendment to the Sprayfield Lease Agreement between Califia, LLC and the City, including recordation of the Second Memorandum of Lease with Option to Purchase.

With the appropriate guarantees in place, SUBDIVIDER shall be allocated and allowed to use an additional 120,000 gpd of disposal capacity.

**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 4091; Escrow No. 1214021803

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 4091, 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 Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, including Offer of Dedication for Public Utility Easements (provided to title by City).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 24 (provided to title by City).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIS2B).

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

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIS2B).

B.6. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) (provided to title by RIS2B).

The documents listed in Items B.1, B.2, B.3, B.4, B.5 and B.6 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.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2020-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2020-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell’Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

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 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 **\$85,622.78**, 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 **25.728** 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.**”

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

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); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (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;
- E.3. Pay the costs associated with the Transaction;

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

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), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (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:

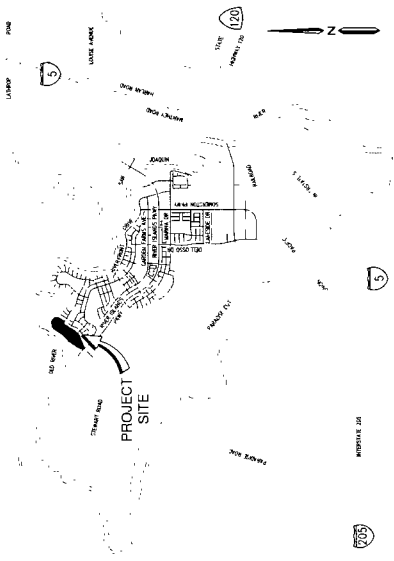
Receipt of the foregoing Escrow Instructions from RIS2B and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2B and the City that the undersigned is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

Old Republic Title Company

By: _____
Its: _____
Date: _____

TRACT 4091
RIVER ISLANDS - STAGE 2B
VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4037 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

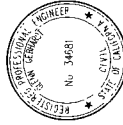
THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3684, APPROVED BY THE PLANNING COMMISSION
DATED THIS _____ DAY OF _____, 2021.

MARK MESSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEERS STATEMENT

I, GLENN GERBARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND
THE ENGINEER OF RECORD FOR THE VESTING TENTATIVE MAP OF TRACT 4091, RIVER ISLANDS - STAGE 2B, VILLAGE GG1, OF
LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT
APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 3684, 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
THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP

DATED THIS _____ DAY OF _____, 2021



GLENN GERBARDT (P.E. 34661)
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 \$ _____

STEVE BESTADARDES
ASSASSIS-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA
BY _____ ASSISTANT/DEPUTY RECORDER

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 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) 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 _____ DO HEREBY ADOPTED THE SAID MAP AND RESOLUTION FOR PUBLIC USE, THE REINVOICEMENT OF ACCESS RIGHTS TO LOTS 5, 6, 16, 17, 32 AND 44 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS A THROUGH F IN FEE, AND ACCEPTED THE OFFER OF DEDICATION OF ALL AVENUES, DRIVES, STREETS, AND COURTS 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.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-088983, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/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, 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) _____
COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

EXEMPT FROM FEE PER GOVERNMENT CODE 273881, DOCUMENT RECORDED IN CONNECTION WITH A CONJUNCTIVE TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE RECORD TITLE INTEREST IN THE LAND DEDICATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) 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 _____ DO HEREBY ADOPTED THE SAID MAP AND RESOLUTION FOR PUBLIC USE, THE REINVOICEMENT OF ACCESS RIGHTS TO LOTS 5, 6, 16, 17, 32 AND 44 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS A THROUGH F IN FEE, AND ACCEPTED THE OFFER OF DEDICATION OF ALL AVENUES, DRIVES, STREETS, AND COURTS 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.

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

- 1 TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED SAID MAP AS CAROLAN AVE, POSEY STREET, SHROPSHIRE DRIVE, WALKERA DRIVE, BARRETT COURT, WATERSWAY COURT, IRISH MENDOC COURT, AND THURSTON 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.U.E." (PUBLIC UTILITY EASEMENT).

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

- 1 TO THE CITY OF LATHROP, PARCELS A THROUGH F FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERE TO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.
THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 5, 6, 16, 17, 32 AND 44, 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 IN THE UNDERPOSSION THAT MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 1 THROUGH 5 FOR FUTURE DEVELOPMENT

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

BY _____ NAME _____ DATE _____
SUSAN DELL'ROSSO PRESIDENT

DATED THIS _____ DAY OF _____, 2021

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, 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 2020-046106, 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, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/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, 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 _____

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4037 (43 MAP 142)
CITY OF LATHROP, 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 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021

DARRYL A. ALEXANDER, PLS. 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 ORDINANCE AT THE TIME OF THE SURVEY. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MAP ACT AND LOCAL ORDINANCE. THE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OF THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021



DYLAN CRAWFORD, PLS. NO. 7788

RECITALS

- RIGHT TO FARM STATEMENT
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.04, THE CITY OF LATHROP PERMITS OPERATION OF SPECIALIZED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT INVOLVE THE USE OF PESTICIDES. THE CITY OF LATHROP HAS A POLICY OF ENCOURAGING THE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS THAT MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLANTING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, AND VIBRATION. THE CITY OF LATHROP HAS A POLICY OF ENCOURAGING THE OPERATION OF 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 A NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOIL REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERENCED AS PROJECT NO. 5044-5.001.01 AND DATED JULY 29, 2020, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEF J. TOOLE, C.E., NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CITY OF LATHROP, CALIFORNIA, IS BEING DEDICATED BY LETTERED PARCELS CONTAINING 6 PARCELS, 5 OF WHICH ARE BEING DEDICATED BY THIS FINAL MAP, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4091 AREA SUMMARY	
LOTS 1 THROUGH 48	14 679 AC±
STREET DEDICATIONS	9 124 AC±
PARCELS A THROUGH F	1 925 AC±
PARCEL 1 THROUGH 5	16 428 AC±
TOTAL	42 16 AC±

4 BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021803-LR, DATED MARCH 8, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- (R1) 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)
- (R2) 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)
- (R3) TRACT 4067, RIVER ISLANDS-STAGE 2B, VILLAGE FF, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 163, S.J.C.R. (43 MAP 163)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 6643.6 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1 RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.
- 2 LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-0600095, S.J.C.R.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

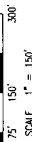
- 1) PARCELS A THROUGH F, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.
- THE CITY OF LATHROP SHALL RECOVER THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-089983, IN CLERK'S OFFICE OF SAN JOAQUIN COUNTY, CALIFORNIA, IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SNOHOMO COUNTY, CALIFORNIA
AUGUST 2021



LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 778" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 778" PER (R1)

- RESTRICTED ACCESS
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE

- MEASURED AND RECORD DATA PER REFERENCE (R1)
- DEMONSTRATES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- MONUMENT TO BOUNDARY
- MONUMENT TO MONUMENT
- CENTERLINE INTERSECTION TO MONUMENT
- RADIAL BEARING
- TOTAL
- BOUNDARY
- DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WALL EASEMENT
- W.C. WITNESS CORNER
- L1/C1/R1 LINE, CURVE, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER

NOTES

1 SEE SHEET 2 FOR REFERENCES.

BASIS OF BEARINGS

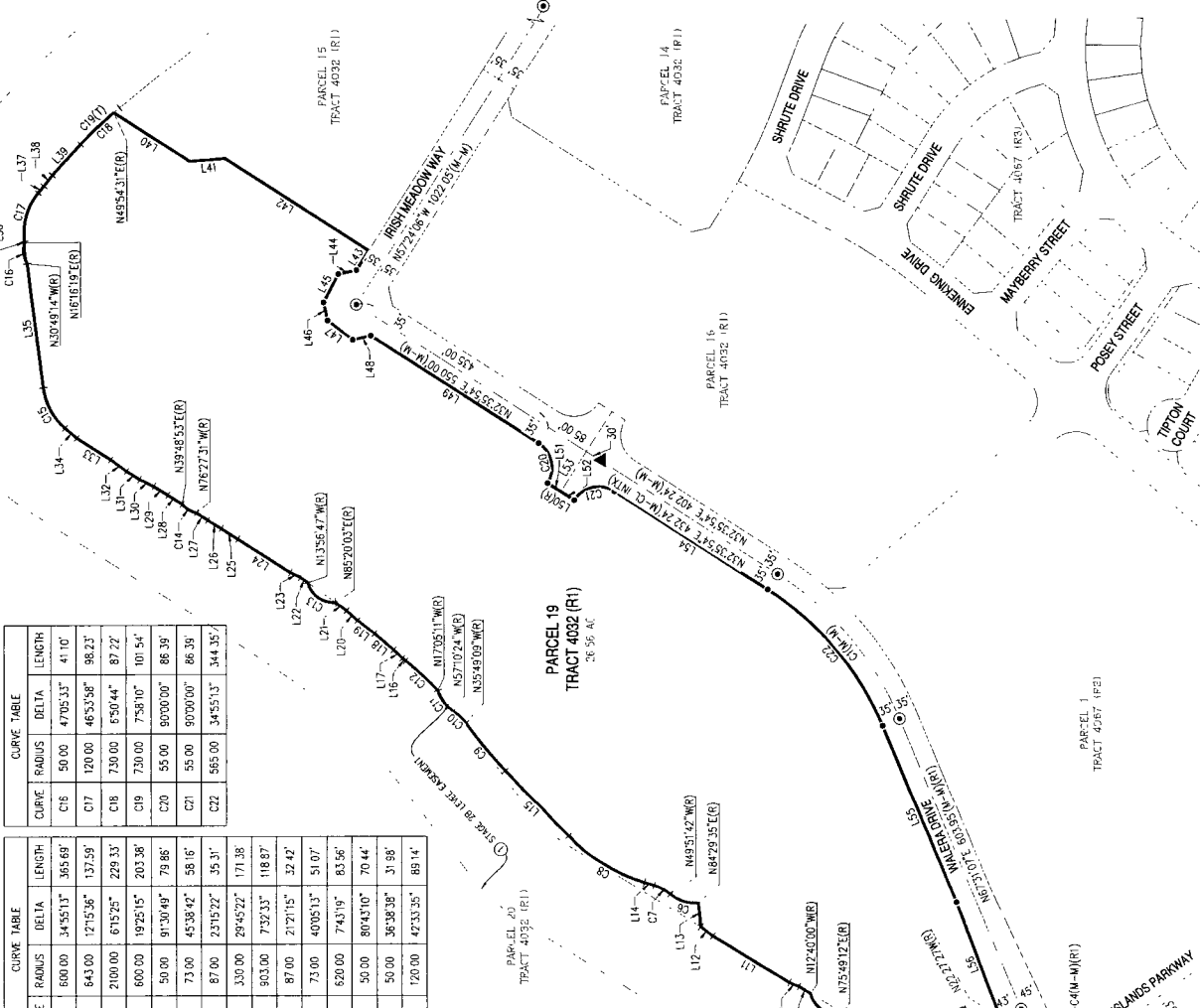
THE BEARING OF NORTH 22°55'47" EAST BETWEEN FOUND MONUMENTS ALONG WALEPA DRIVE AS SHOWN ON TRACT 4032 FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

EASEMENTS

- ① STAGE 2B LEVÉE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT
- 2062 PER DN 2018-060095, S.J.C.R.

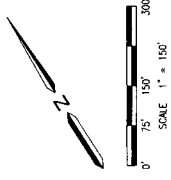
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N84°11'41"W	38.99'	C1	600.00'	34°55'13"	365.69'
L2	N84°11'41"W	32.06'	C2	643.00'	12°19'36"	137.59'
L3	N18°52'45"E	149.31'	C3	2100.00'	6°19'25"	229.33'
L4	N23°06'37"E	59.81'	C4	600.00'	19°25'15"	203.36'
L5	N20°41'05"E	63.58'	C5	50.00'	91°30'49"	79.86'
L6	N31°10'36"E	87.20'	C6	73.00'	4°38'42"	58.16'
L7	N37°59'49"E	23.90'	C7	87.00'	23°19'22"	35.31'
L8	N31°34'36"E	15.02'	C8	330.00'	29°45'22"	171.38'
L9	N31°34'36"E	25.48'	C9	903.00'	7°52'33"	118.97'
L10	N22°36'23"E	19.24'	C10	87.00'	2°17'15"	32.42'
L11	N31°34'36"E	171.27'	C11	73.00'	4°08'13"	51.07'
L12	N37°29'42"E	29.10'	C12	620.00'	7°43'19"	83.56'
L13	N84°29'35"E	46.04'	C13	50.00'	80°43'10"	70.44'
L14	N16°52'56"E	19.26'	C14	50.00'	36°38'38"	31.98'
L15	N46°38'18"E	174.53'	C15	120.00'	42°33'35"	89.14'
L16	N38°58'05"E	8.24'				
L17	N43°31'24"E	22.90'				
L18	N40°16'22"E	48.21'				
L19	N30°51'14"E	40.70'				
L20	N42°06'21"E	28.07'				
L21	N35°41'32"E	26.32'				
L22	N35°41'49"E	18.22'				
L23	N24°41'33"E	20.66'				
L24	S32°25'21"W	119.80'				
L25	N32°32'48"E	37.39'				
L26	N31°52'04"E	30.45'				
L27	N31°51'48"E	25.82'				
L28	N31°51'48"E	32.30'				
L29	N31°49'27"E	31.34'				
L30	N26°17'28"E	30.51'				



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

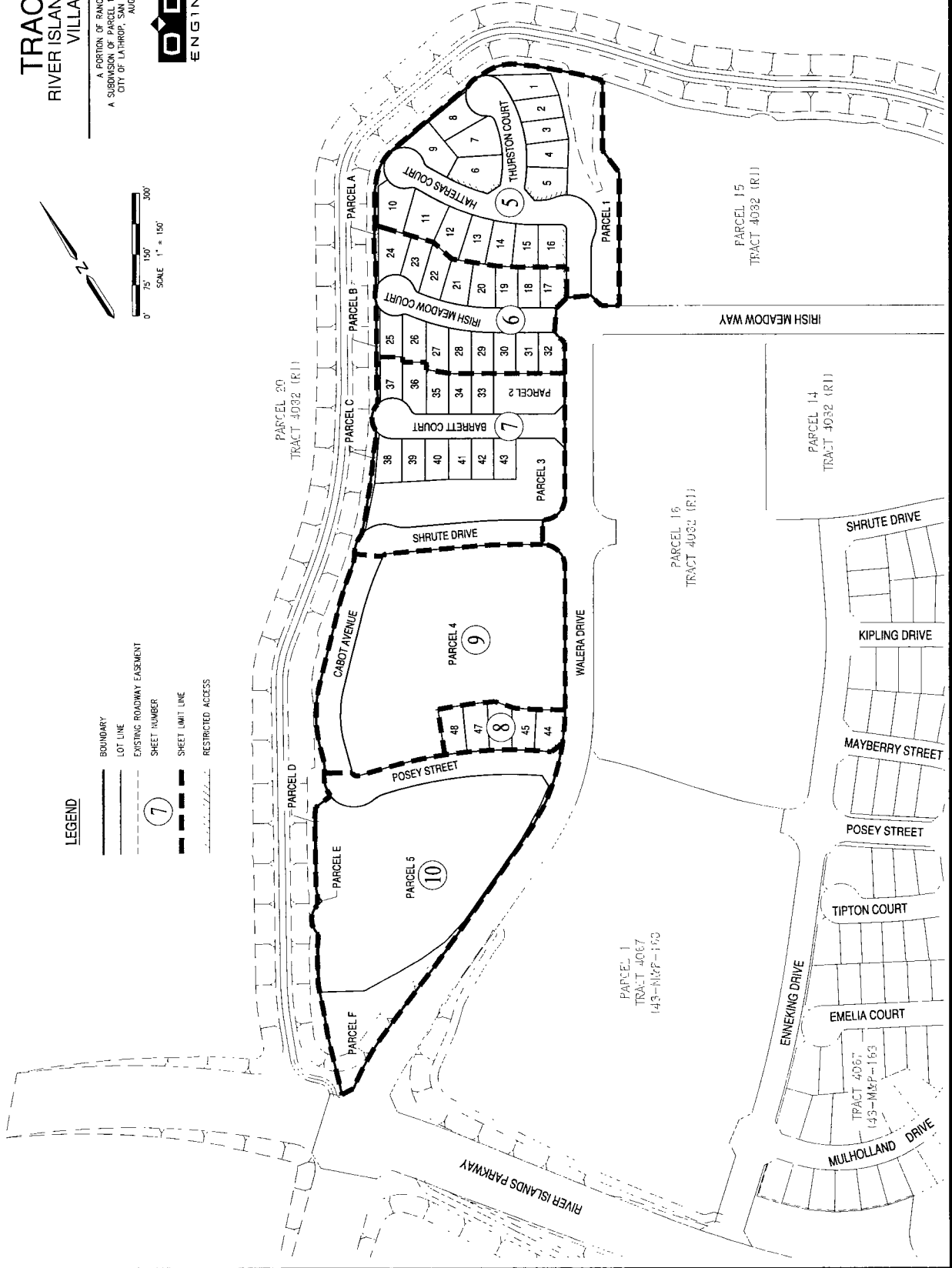
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
SAN MATEO COUNTY, CALIFORNIA
AUGUST 2021



LEGEND

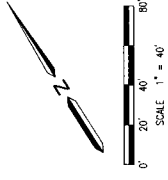
- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

7



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SPOKANE COUNTY, CALIFORNIA
AUGUST 2021

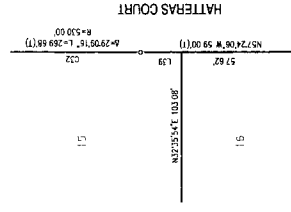
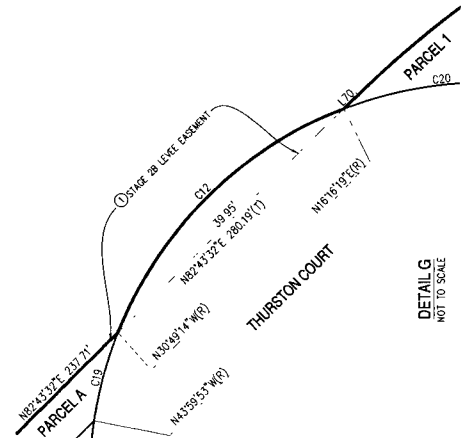
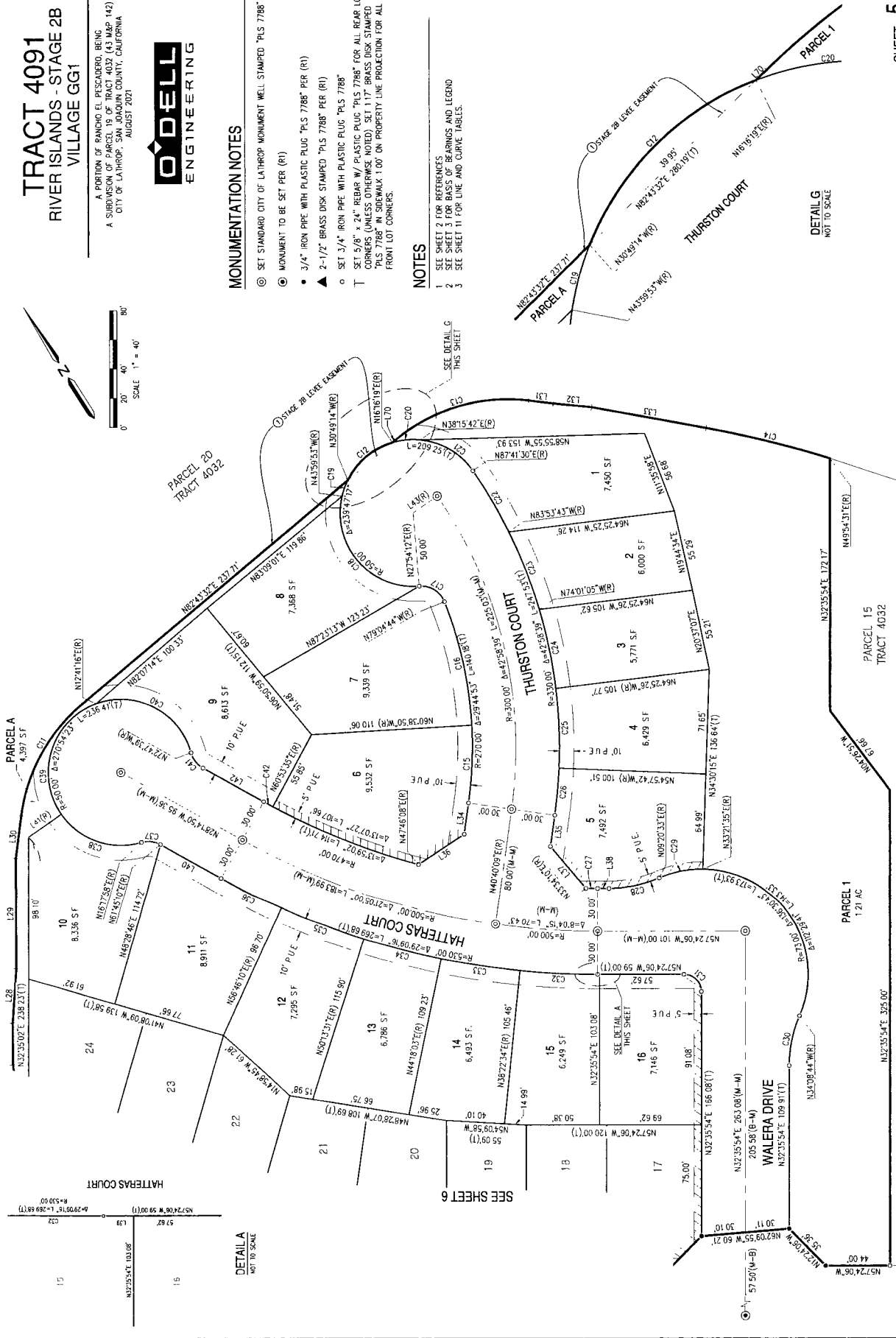


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (RI)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (RI)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (RI)
- 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 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

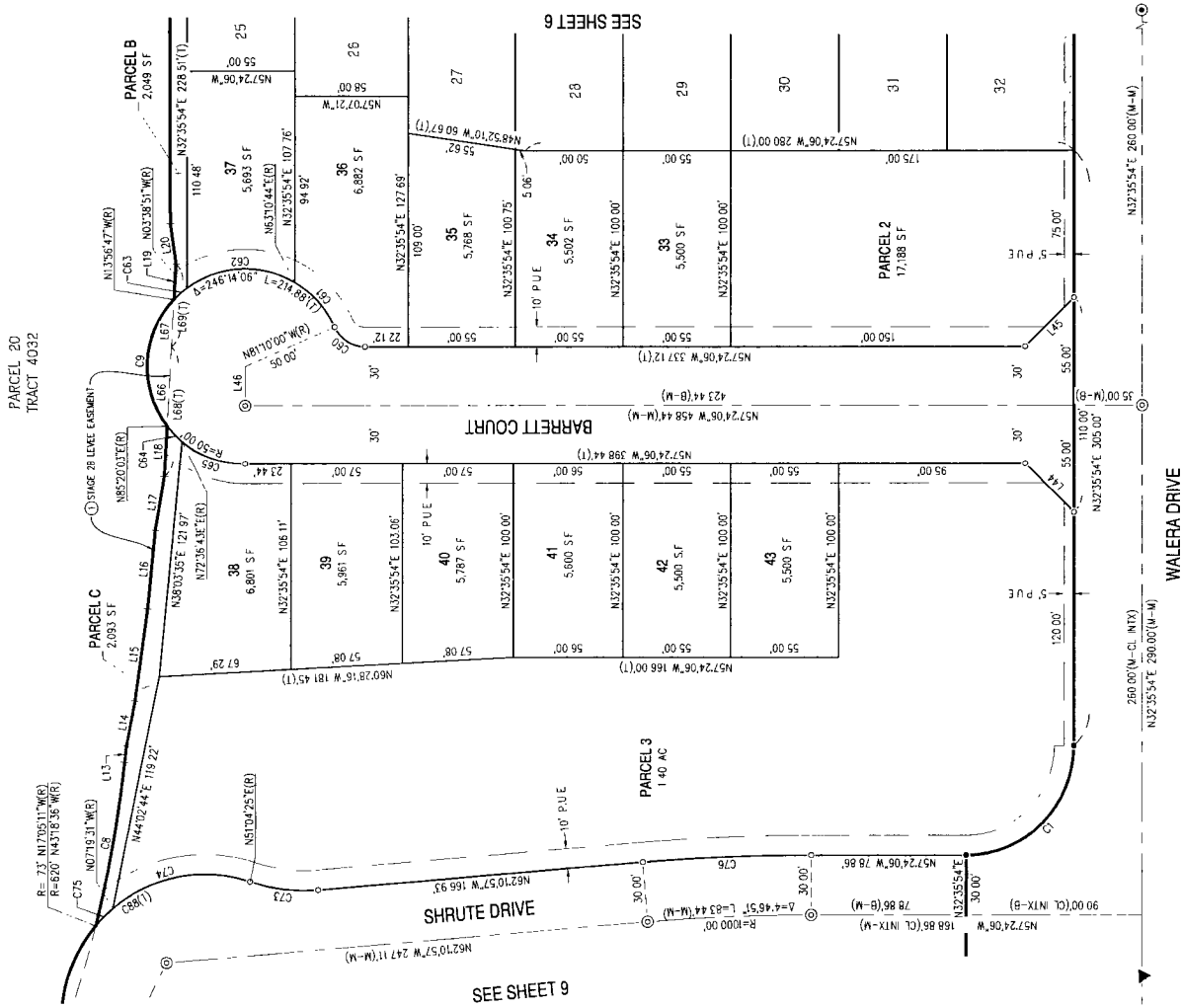
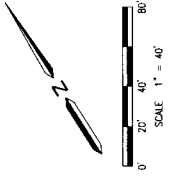
NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 11 FOR LINE AND CURVE TABLES.



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



MONUMENTATION NOTES

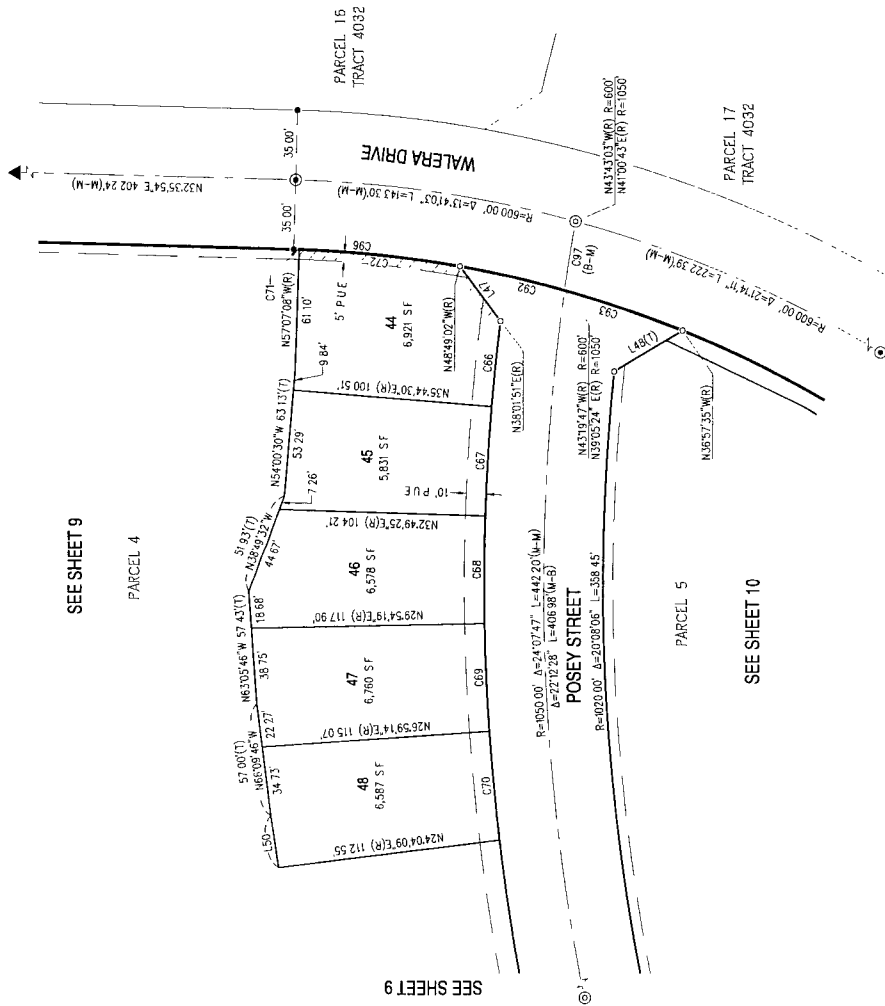
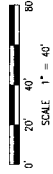
- ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊥ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN STRIP BREAK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 1 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 11 FOR LINE AND CORNER TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (4.3 MAP 142)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



SEE SHEET 9

PARCEL 4

PARCEL 5

SEE SHEET 10

SEE SHEET 9

MONUMENTATION NOTES

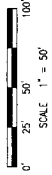
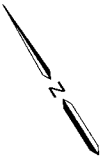
- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1.17' BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

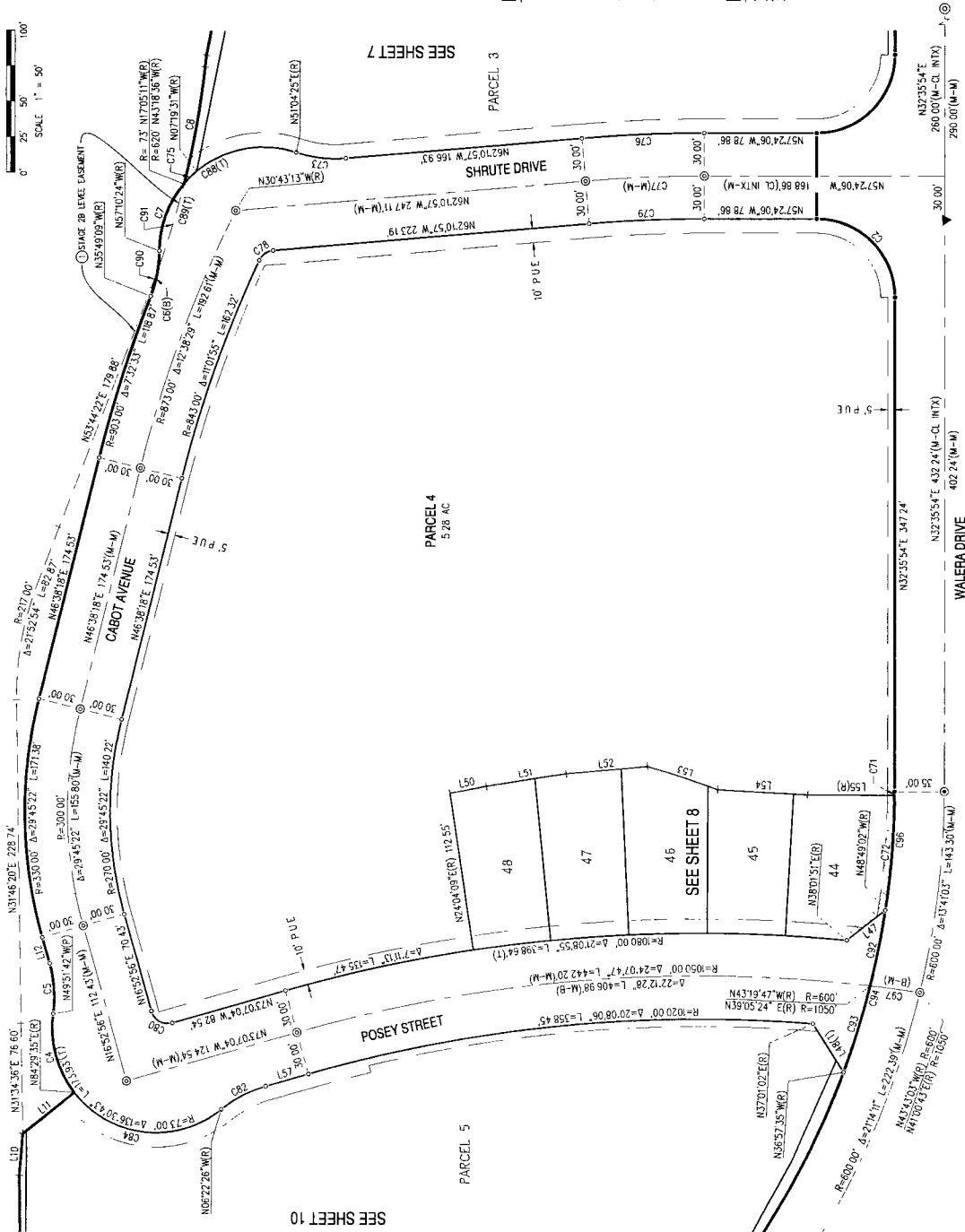
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 11 FOR LINE AND CURVE TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



PARCEL 20
TRACT 4032



MONUMENTATION NOTES

- SET STANDARD CITY OF LATHROP MONUMENT HELL STAMPED "PLS 7788"
- MONUMENT TO BE SET PER (R1)
- ▲ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 11 FOR LINE AND CURVE TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

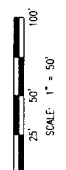
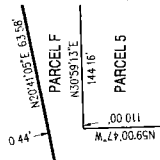
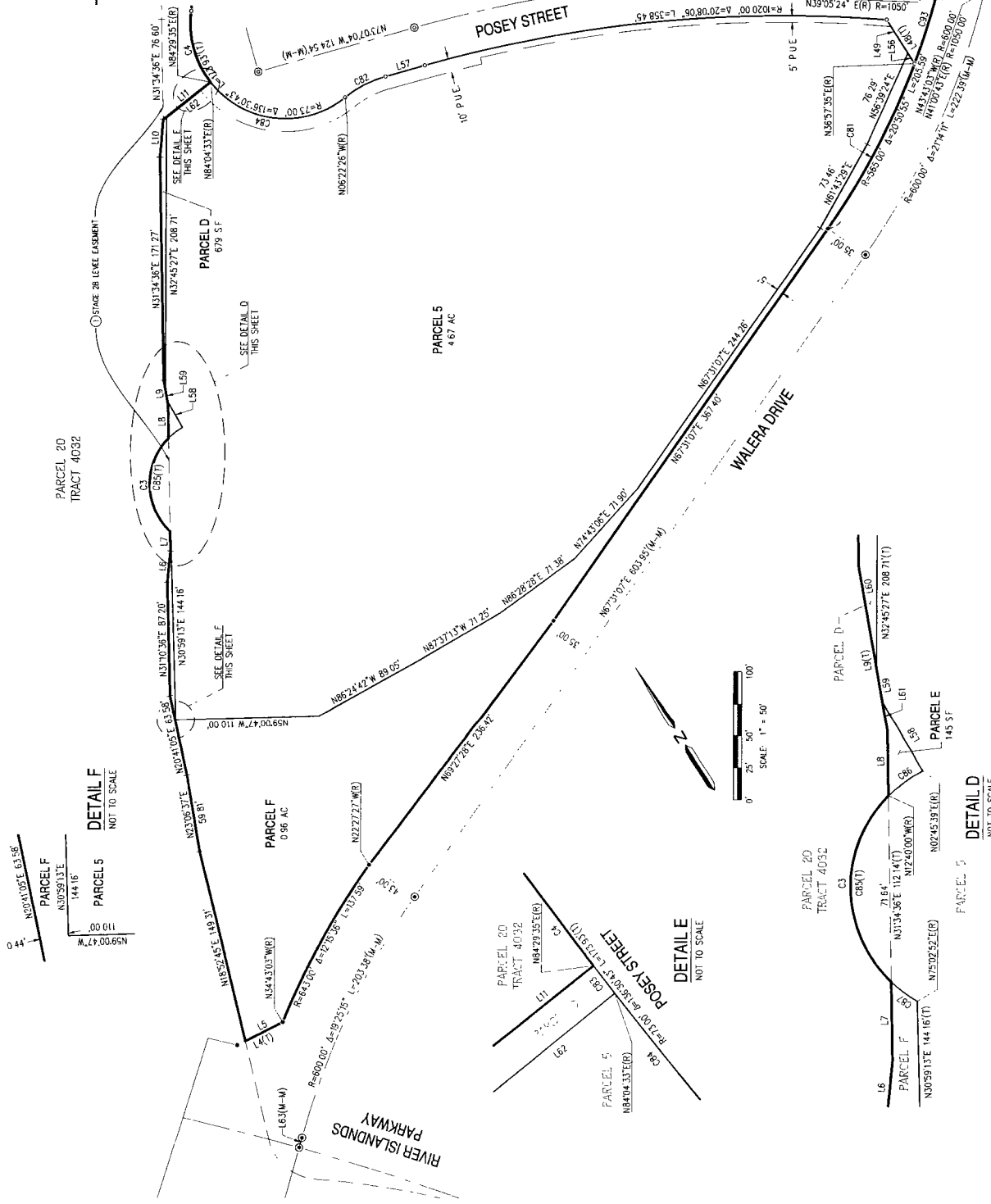


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (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 1117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

1. SEE SHEET 8 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 11 FOR LINE AND CURVE TABLES.



SEE SHEET 8

SEE SHEET 9

TRACT 4091

RIVER ISLANDS - STAGE 2B

VILLAGE GG1

A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
(AUGUST 2021)



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 10 ONLY

LINE	DIRECTION	LENGTH
L1	N1224.06°W	35.36'
L2	N77355.4°E	35.36'
L3	N1224.06°W	35.36'
L4	N8411.41°W	38.99'
L5	N8411.41°W	32.06'
L6	N3759.49°E	23.90'
L7	N3134.36°E	15.02'
L8	N3134.36°E	25.46'
L9	N2236.23°E	19.24'
L10	N3729.42°E	29.10'
L11	N8429.35°E	46.04'
L12	N1652.56°E	19.26'
L13	N3858.05°E	8.24'
L14	N4331.24°E	22.90'
L15	N4016.22°E	48.21'
L16	N3803.14°E	40.70'
L17	N4206.21°E	28.02'
L18	N3541.49°E	18.22'
L19	N3541.49°E	18.22'
L20	N2441.33°E	20.66'
L21	N3232.48°E	37.59'
L22	N3152.04°E	30.45'
L23	N3151.48°E	25.82'
L24	N3151.48°E	32.30'
L25	N3149.27°E	31.34'
L26	N0617.28°E	30.51'
L27	N3158.58°E	29.22'
L28	N3531.14°E	37.55'
L29	N3219.12°E	76.54'
L30	N4009.57°E	29.41'
L31	N6022.30°W	16.98'
L32	N5150.51°W	26.41'
L33	N4636.13°W	79.66'
L34	N4040.09°E	21.59'
L35	N4040.09°E	21.59'
L36	N8913.09°E	37.48'
L37	N752.90°W	37.48'
L38	N5724.06°W	7.82'
L39	N5724.06°W	1.37'
L40	N2814.50°W	47.61'

LINE	DIRECTION	LENGTH
L41	N8746.27°E	27.69'
L42	N2814.50°W	47.61'
L43	N8741.30°E	20.00'
L44	N1224.06°W	35.36'
L45	N7735.54°E	35.36'
L46	N3235.54°E	20.00'
L47	N8436.23°E	34.37'
L48	N0014.3°E	39.94'
L49	N0014.3°E	30.36'
L50	N6744.57°W	26.12'
L51	N6609.46°W	57.00'
L52	N6306.46°W	57.43'
L53	N3849.32°W	51.93'
L54	N5400.30°W	63.13'
L55	N5707.08°W	91.10'
L56	N0014.3°E	9.98'
L57	N7307.04°W	31.37'
L58	N245.99°E	23.35'
L59	N2236.23°E	8.51'
L60	N2236.23°E	7.72'
L61	N2236.23°E	3.01'
L62	N6404.33°E	43.55'
L63	N4805.92°E	7.78'
L64	N3151.48°E	31.44'
L65	N3151.48°E	89.56'
L66	N3541.49°E	40.48'
L67	N3541.49°E	24.28'
L68	N3541.49°E	66.80'
L69	N3541.49°E	42.50'
L70	N8243.32°E	2.53'

CURVE	RADIUS	DELTA	LENGTH
C1	55.00	90°00'00"	86.39'
C2	55.00	90°00'00"	86.39'
C3	50.00	91°30'49"	79.86'
C4	73.00	45°38'42"	58.16'
C5	87.00	23°15'22"	35.31'
C6	87.00	21°21'15"	32.42'
C7	73.00	40°05'13"	51.07'
C8	620.00	7°43'19"	83.56'
C9	50.00	80°43'10"	70.44'
C10	50.00	36°38'38"	31.98'
C11	120.00	42°33'35"	89.14'
C12	50.00	47°05'33"	41.10'
C13	120.00	46°33'56"	88.23'
C14	730.00	6°50'44"	87.22'
C15	270.00	11°16'59"	53.33'
C16	270.00	18°25'54"	86.86'
C17	17.00	73°01'04"	21.66'
C18	50.00	108°05'55"	94.33'
C19	50.00	131°0'39"	11.50'
C20	50.00	21°59'23"	19.19'
C21	50.00	49°25'48"	43.14'
C22	330.00	8°24'47"	48.46'
C23	330.00	9°52'38"	56.89'
C24	330.00	9°35'39"	55.26'
C25	330.00	9°27'44"	54.50'
C26	330.00	5°37'51"	32.43'
C27	470.00	0°58'16"	7.97'
C28	87.00	23°15'22"	35.31'
C29	73.00	24°01'02"	30.60'
C30	87.00	23°15'22"	35.31'
C31	12.00	90°00'00"	18.85'
C32	530.00	5°46'40"	53.45'
C33	530.00	5°55'28"	54.80'
C34	530.00	6°32'39"	60.54'
C35	530.00	4°58'39"	46.09'
C36	50.00	45°27'11"	13.49'
C37	17.00	45°27'11"	13.49'
C38	50.00	60°08'50"	12.60'
C39	50.00	104°54'49"	91.55'
C40	50.00	94°31'05"	82.48'

CURVE	RADIUS	DELTA	LENGTH
C41	17.00	45°27'11"	13.49'
C42	470.00	0°51'34"	7.05'
C43	17.00	46°17'22"	14.33'
C44	17.00	42°58'43"	12.75'
C45	488.00	80°7'57"	89.27'
C46	488.00	80°8'01"	89.27'
C47	488.00	6°28'17"	55.12'
C48	50.00	57°13'28"	49.94'
C49	50.00	69°08'01"	60.33'
C50	50.00	17°05'14"	14.91'
C51	50.00	22°15'42"	19.45'
C52	50.00	68°26'07"	59.72'
C53	17.00	15°7'09"	0.58'
C54	17.00	41°01'34"	12.17'
C55	548.00	5°08'09"	49.28'
C56	548.00	5°57'31"	56.99'
C57	548.00	5°49'41"	55.74'
C58	548.00	5°45'97"	55.12'
C59	548.00	0°31'22"	5.00'
C60	17.00	66°4'06"	19.65'
C61	50.00	35°39'16"	31.11'
C62	50.00	66°49'35"	58.32'
C63	50.00	107°1'56"	8.99'
C64	50.00	12°43'20"	11.10'
C65	50.00	40°00'49"	34.92'
C66	1080.00	21°7'21"	43.15'
C67	1080.00	2°55'05"	55.01'
C68	1080.00	2°55'05"	55.01'
C69	1080.00	2°55'05"	55.01'
C70	1080.00	2°55'05"	55.01'
C71	565.00	01°6'56"	2.79'
C72	565.00	81°8'06"	81.86'
C73	87.00	23°15'22"	35.31'
C74	73.00	58°23'56"	74.41'
C75	73.00	9°45'40"	12.44'
C76	1030.00	4°46'51"	85.94'
C77	1000.00	4°46'51"	83.44'
C78	12.00	60°08'50"	12.60'
C79	970.00	4°46'51"	80.94'
C80	12.00	90°00'00"	18.85'

CURVE	RADIUS	DELTA	LENGTH
C81	565.00	14°28'43"	142.77'
C82	87.00	23°15'22"	35.31'
C83	73.00	02°05'02"	0.53'
C84	73.00	90°28'59"	115.94'
C85	50.00	107°42'16"	94.00'
C86	50.00	13°25'39"	13.46'
C87	50.00	0°46'20"	0.67'
C88	73.00	108°44'49"	137.92'
C89	620.00	14°46'18"	159.84'
C90	620.00	11°3'46"	13.30'
C91	620.00	5°49'13"	62.98'
C92	565.00	5°29'15"	54.11'
C93	565.00	6°27'12"	62.82'
C94	565.00	11°51'27"	116.93'
C95	488.00	0°00'20"	0.05'
C96	565.00	8°35'04"	84.65'
C97	1050.00	1°55'19"	35.22'

**COMMON USE AGREEMENT
FOR THE STAGE 2B PORTION LEVEE EASEMENTS THAT AFFECT
THURSTON COURT, HATTERAS COURT, IRISH MEADOW COURT,
BARRETT COURT AND CABOT AVENUE
AND ADJACENT PUBLIC UTILITY EASEMENT
BY AND BETWEEN THE
CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR THURSTON COURT, HATTERAS COURT, IRISH MEADOW COURT, BARRETT COURT AND CABOT AVENUE 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 Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, cul-de-sacs and a local street 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 Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 4091, 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 GG. Tract 4091 contains Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, cul-de-sacs and a local street with PUEs that extend into a portion of the existing Levee Easements ("Village GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue"), as depicted in Exhibit "A" to this Agreement.
- E. 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 4091 and the dedication of right of way for the

Village GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, 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 Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 GG 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 GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, 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 Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue. This Grant Deed shall be recorded concurrently with the recordation of the Tract 4091 final map.

16. To the extent that the City's rights to its rights of way and/or PUEs for Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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:

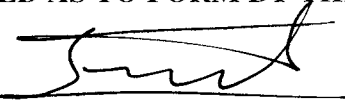
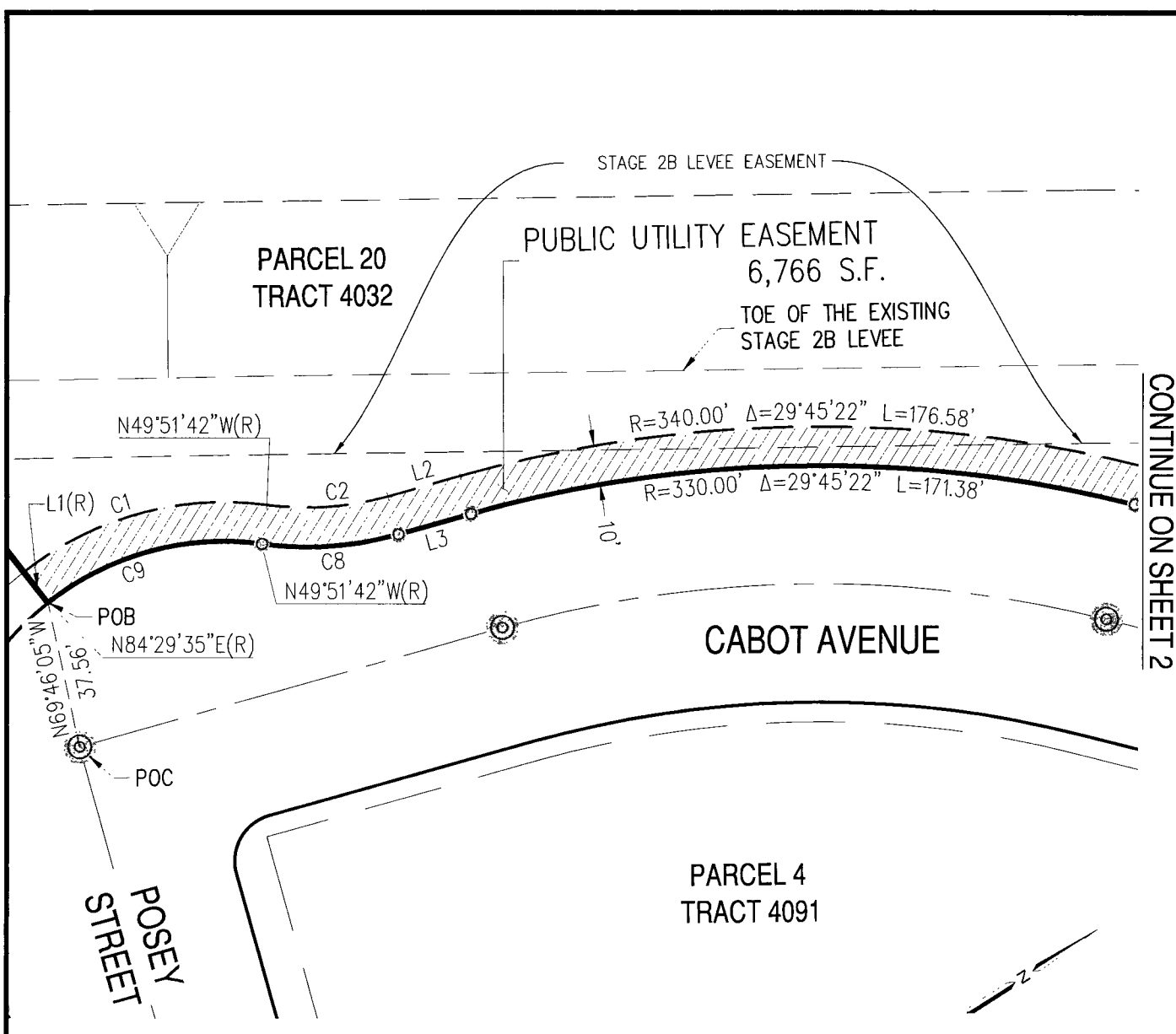
By:  _____
Salvador V. Navarrete, City Attorney

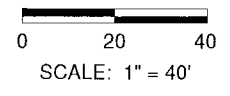
EXHIBIT "A"
COMMON USE AREA DEPICTION

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CURVE #	RADIUS	DELTA	LENGTH
C1	83.00'	46°03'44"	66.73'
C2	77.00'	23°15'22"	31.25'
C8	87.00'	23°15'22"	35.31'
C9	73.00'	45°38'42"	58.16'

LINE #	DIRECTION	LENGTH
L1	N84°29'35"E	10.00'
L2	S16°52'56"W	19.26'
L3	S16°52'56"W	19.26'



LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 P.U.E. PUBLIC UTILITY EASEMENT
 (R) RADIAL BEARING
 (T) TOTAL
 S.F. SQUARE FEET



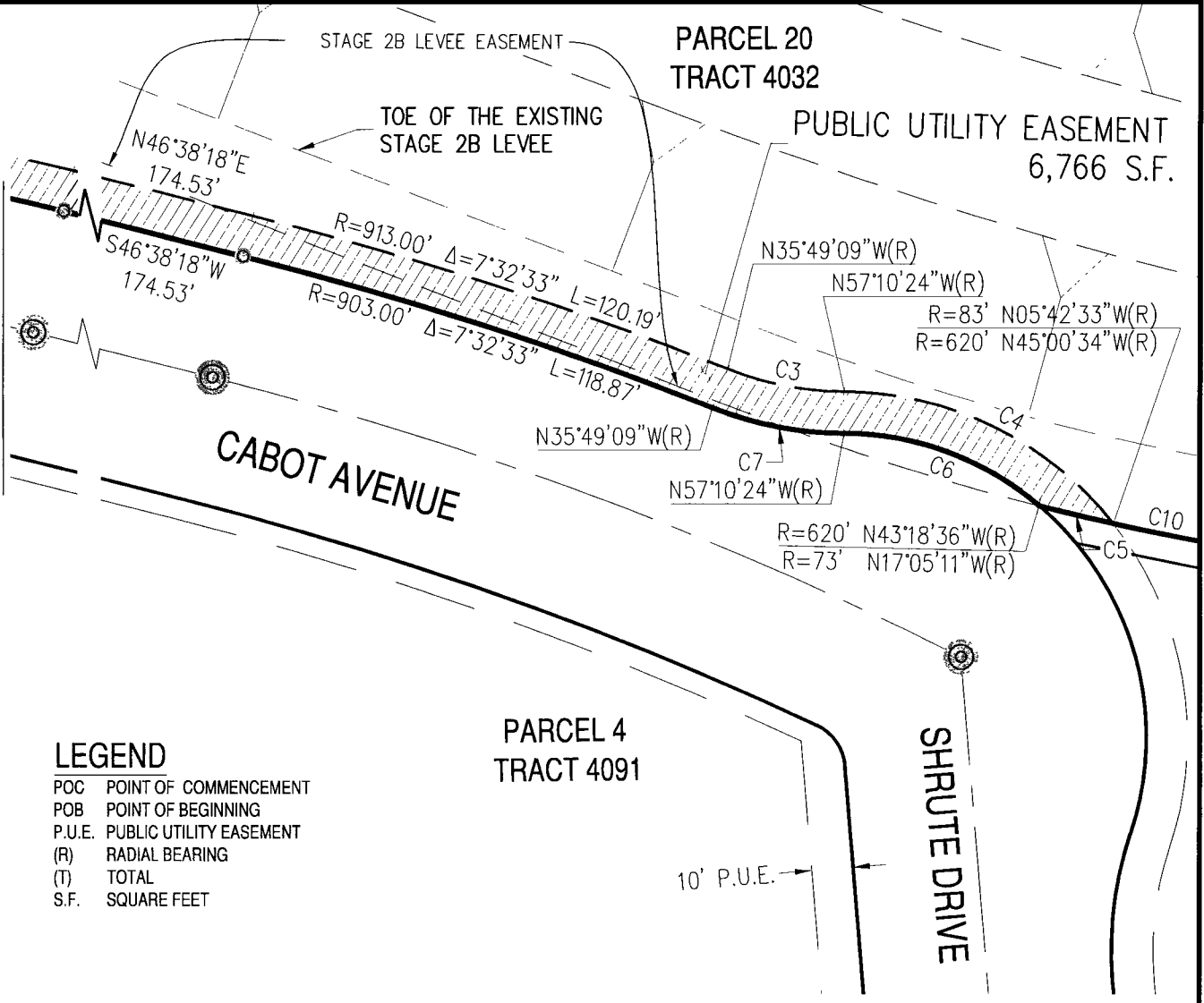
1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 40'	DATE:	AUG 19, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4091_CUA.DWG		

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CONTINUE ON SHEET 1

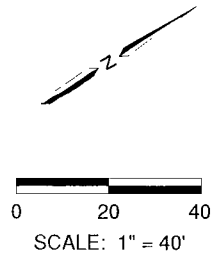


LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- S.F. SQUARE FEET

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C3	77.00'	21°21'15"	28.70'
C4	83.00'	51°27'51"	74.55'
C5	620.00'	1°41'58"	18.39'
C6	73.00'	40°05'13"	51.07'
C7	87.00'	21°21'15"	32.42'
C10	620.00'	6°01'21"	65.17'

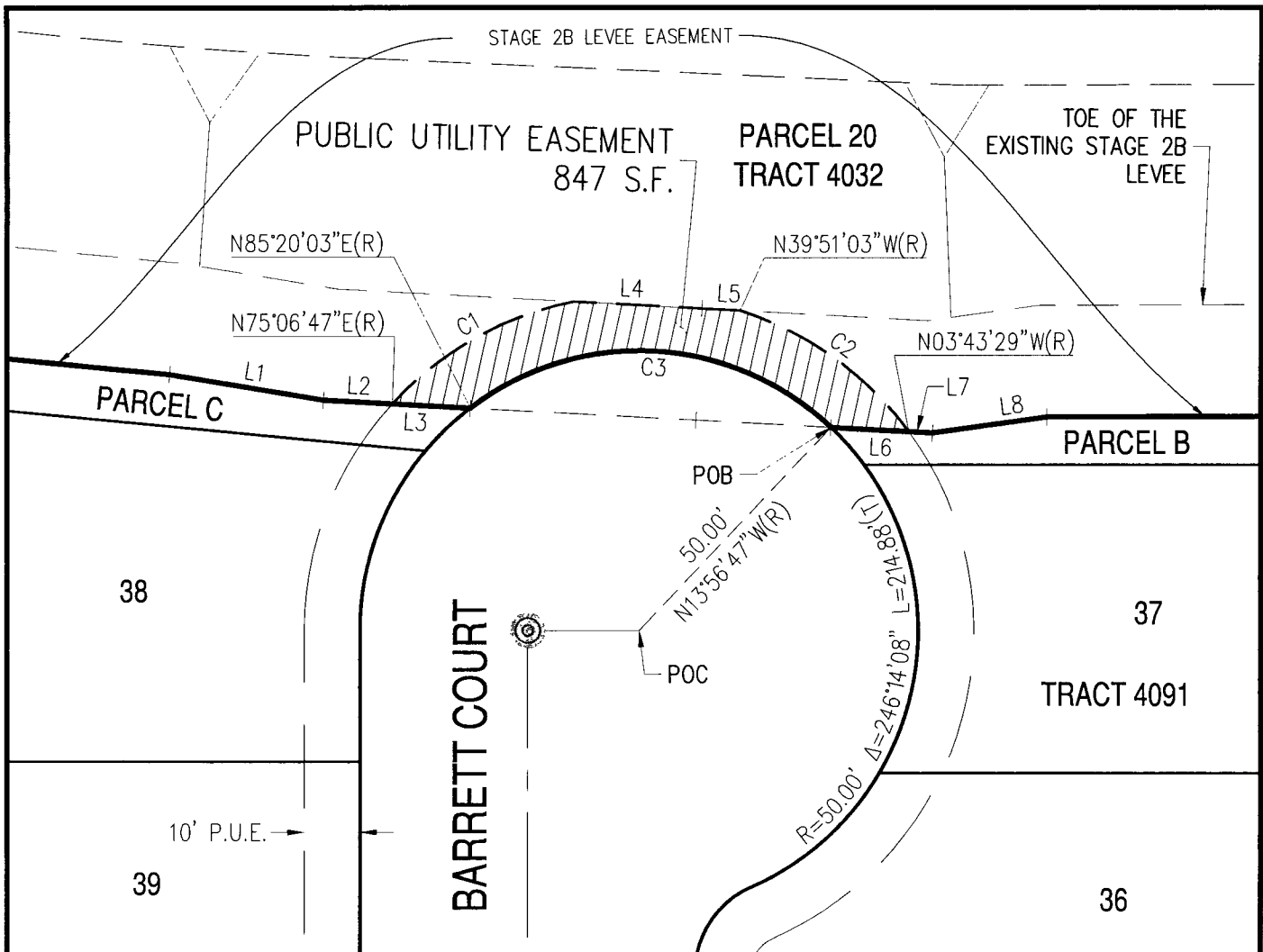


1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 40'	DATE:	AUG 19, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4091_CUA.DWG		

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CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	60.00'	36°07'28"	37.83'
C2	60.00'	36°07'34"	37.83'
C3	50.00'	80°43'10"	70.44'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N42°06'21"E	28.02'
L2	N35°41'32"E	12.34'
L3	S35°41'32"W	13.97'
L4	N35°41'32"E	23.08'
L5	N35°41'49"E	6.88'
L6	S35°41'49"W	13.97'
L7	N35°41'49"E	4.25'
L8	N24°41'33"E	20.66'

LEGEND

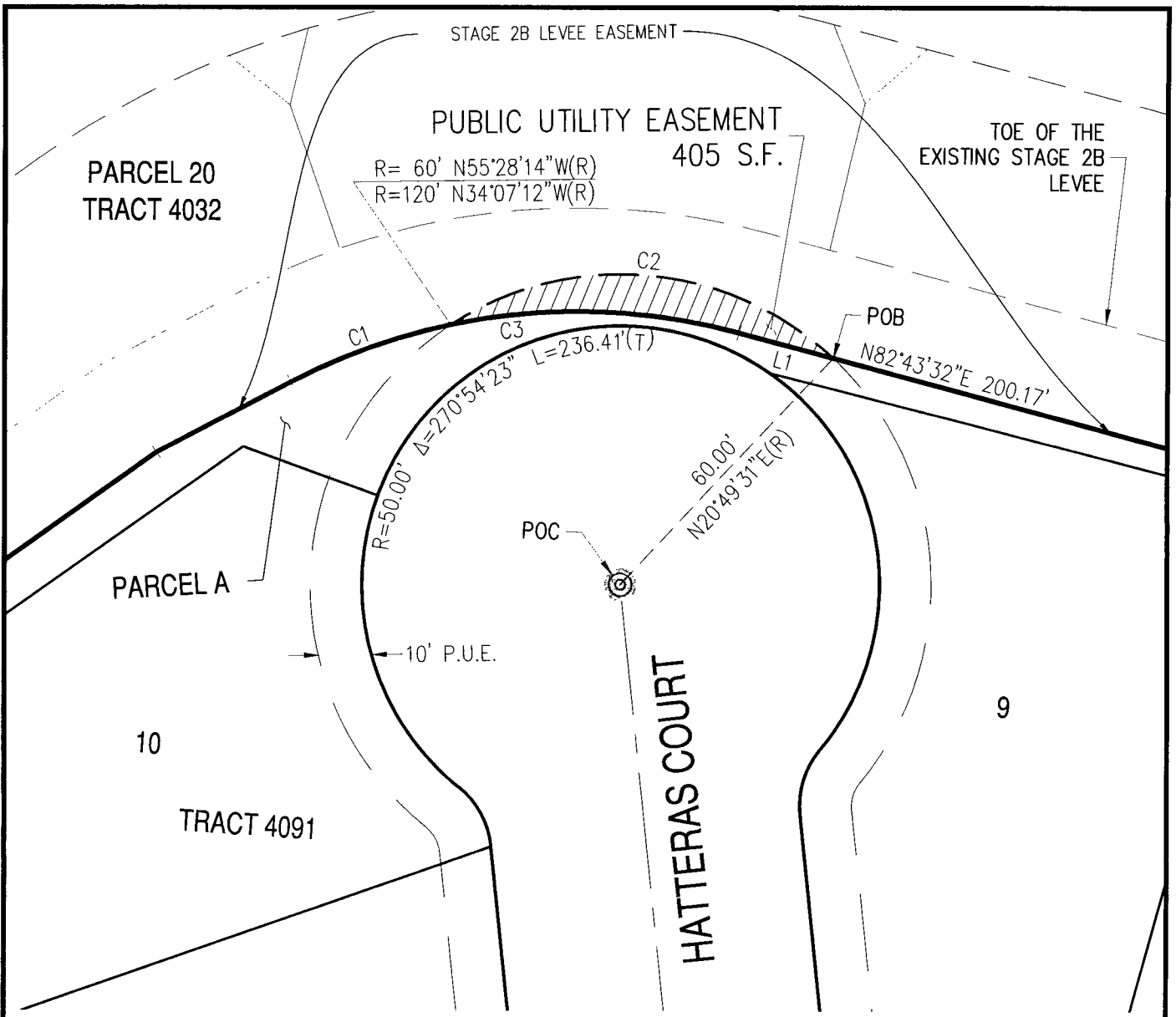
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- S.F. SQUARE FEET



1165 Scenic Drive, Suite A
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odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG 19, 2021
JOB NO.:	23230		
FILE:	25503-FM-TRACT 4091_CUA.DWG		

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CURVE TABLE

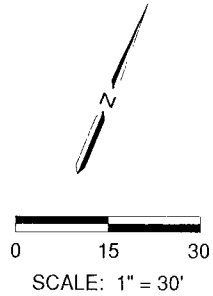
CURVE #	RADIUS	DELTA	LENGTH
C1	120.00'	15°42'51"	32.91'
C2	60.00'	76°17'45"	79.90'
C3	120.00'	26°50'44"	56.23'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S82°43'32"W	18.80'

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- S.F. SQUARE FEET



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

DESCRIPTION: COMMON USE AGREEMENT

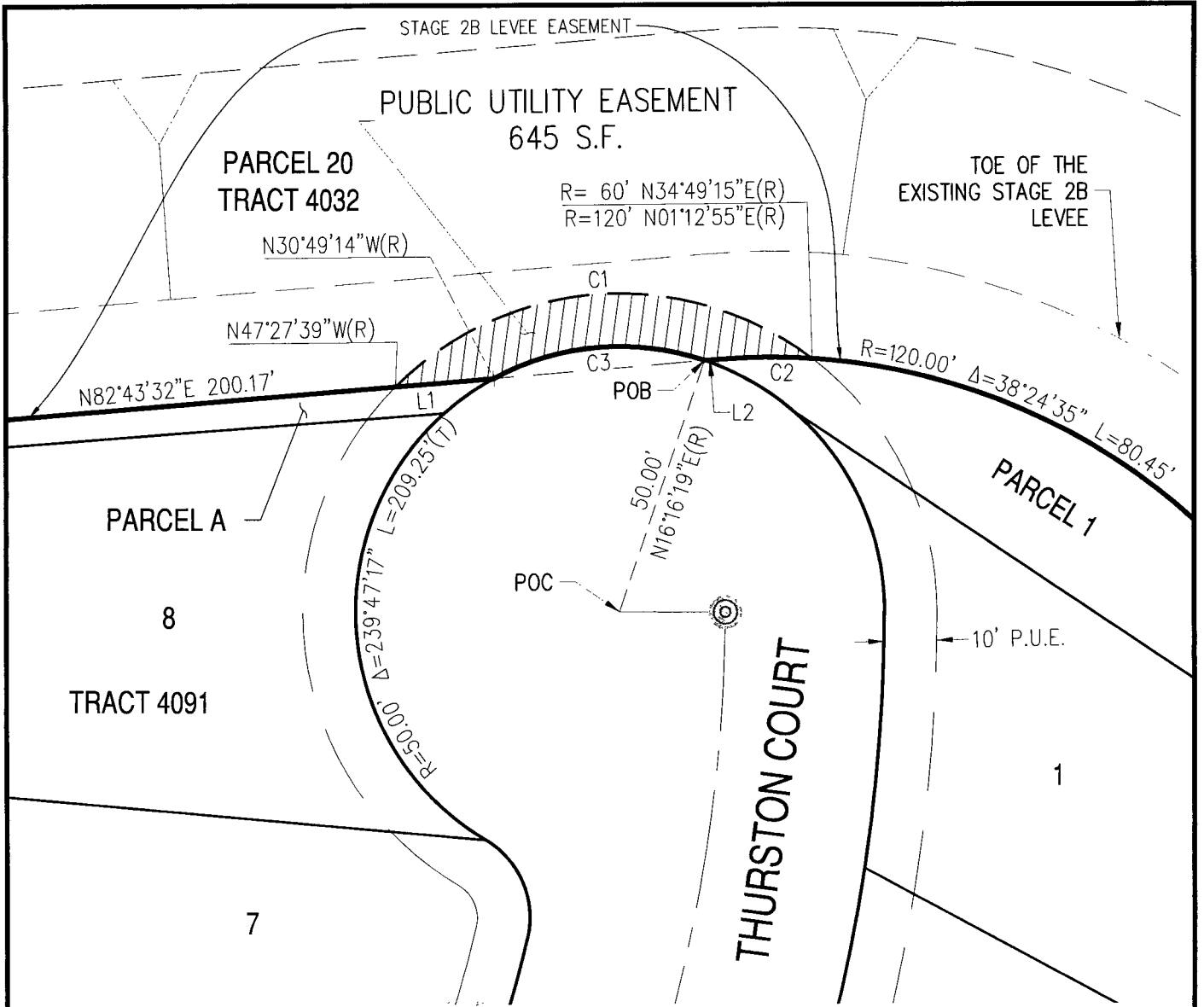
SCALE: 1" = 30' DATE: AUG 19, 2021

JOB NO.: 25503

FILE: 25503-FM-TRACT 4091_CUA.DWG

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CURVE TABLE

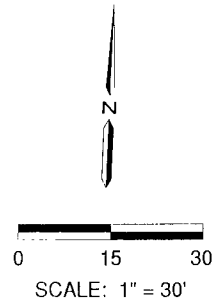
CURVE #	RADIUS	DELTA	LENGTH
C1	60.00'	82°16'54"	86.17'
C2	120.00'	8°29'23"	17.78'
C3	50.00'	47°05'33"	41.10'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N82°43'32"E	18.74'
L2	N82°43'32"E	2.53'

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- S.F. SQUARE FEET



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

DESCRIPTION: COMMON USE AGREEMENT

SCALE: 1" = 30' DATE: AUG 19, 2021

JOB NO.: 25503

FILE: 25503-FM-TRACT 4091_CUA.DWG

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of
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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 4091)**

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

EXHIBIT A

LEGAL DESCRIPTION
DEDICATION OF 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:

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:

PUBLIC UTILITY EASEMENT (CABOT AVENUE)

COMMENCING AT THE CENTERLINE INTERSECTION OF CABOT AVENUE AND POSEY STREET, AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 202__, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE NORTH 69°46'05" WEST 37.56 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 20, NORTH 84°29'35 EAST, 10.00 FEET;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 83.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°29'35" EAST, THROUGH A CENTRAL ANGLE OF 45°38'42", AND AN ARC DISTANCE OF 66.12 FEET;

THENCE ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 77.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 49°51'42" WEST, THROUGH A CENTRAL ANGLE OF 23°15'22", AND AN ARC DISTANCE OF 31.25 FEET;

THENCE, NORTH 16°52'56" EAST, FOR A DISTANCE OF 19.26 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 29°45'22", AND AN ARC DISTANCE OF 176.58 FEET;

THENCE, NORTH 46°38'18" EAST, FOR A DISTANCE OF 174.53 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 913.00 FEET, THROUGH A CENTRAL ANGLE OF 07°32'33", AND AN ARC DISTANCE OF 120.19 FEET;

THENCE ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 77.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 35°49'09" WEST, THROUGH A CENTRAL ANGLE OF 21°21'15", AND AN ARC DISTANCE OF 28.70 FEET;

THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 83.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 57°10'24" EAST, THROUGH A CENTRAL ANGLE OF 51°27'51", AND AN ARC DISTANCE OF 74.55 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 20;

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 20 THE FOLLOWING NINE (9) COURSES:

- 1) SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 620.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 45°00'34" WEST, THROUGH A CENTRAL ANGLE OF 01°41'58", AND AN ARC DISTANCE OF 18.39 FEET,
- 2) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 73.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 17°05'11" EAST, THROUGH A CENTRAL ANGLE OF 40°05'13", AND AN ARC DISTANCE OF 51.07 FEET,
- 3) ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 87.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 57°10'24" WEST, THROUGH A CENTRAL ANGLE OF 21°21'15", AND AN ARC DISTANCE OF 32.42 FEET,
- 4) ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 903.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 35°49'09" EAST, THROUGH A CENTRAL ANGLE OF 07°32'33", AND AN ARC DISTANCE OF 118.87 FEET,
- 5) SOUTH 46°38'18" WEST, FOR A DISTANCE OF 174.53 FEET,
- 6) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 29°45'22" AND AN ARC DISTANCE OF 171.38 FEET,
- 7) SOUTH 16°52'56" WEST, FOR A DISTANCE OF 19.26 FEET,
- 8) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 87.00 FEET, THROUGH A CENTRAL ANGLE OF 23°15'22", AND AN ARC DISTANCE OF 35.31 FEET, AND
- 9) ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 73.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 49°51'42" EAST, THROUGH A CENTRAL ANGLE OF 45°38'42", AND AN ARC DISTANCE OF 58.16 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,766 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (BARRETT 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 BARRETT COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 13°56'47" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID SOUTHEASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 80°43'10", AND AN ARC DISTANCE OF 70.44 FEET;

THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 35°41'32" WEST, A DISTANCE OF 13.97 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 NORTH 75°06'47" EAST, THROUGH A CENTRAL ANGLE OF 36°07'28", AND AN ARC DISTANCE OF 37.83 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, NORTH 35°41'32" EAST, A DISTANCE OF 23.08 FEET;

THENCE, CONTINUING ALONG SAID LEVEE TOE, NORTH 35°41'49" EAST, A DISTANCE OF 6.88 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 SOUTH 39°51'03" EAST, THROUGH A CENTRAL ANGLE OF 36°07'34", AND AN ARC LENGTH OF 37.83 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID SOUTHEASTERLY LINE, SOUTH 35°41'49" WEST, A DISTANCE OF 13.97 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 847 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (IRISH MEADOW 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 IRISH MEADOW COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 39°48'53" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHERN LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID SOUTHERLY LINE OF SAID PARCEL 20, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 36°38'38", AND AN ARC DISTANCE OF 31.98 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF SAID PARCEL 20, SOUTH 31°51'48" WEST, FOR A DISTANCE OF 20.98 FEET;

THENCE, LEAVING SAID SOUTHERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°09'02" EAST, THROUGH A CENTRAL ANGLE OF 75°25'32", AND AN ARC DISTANCE OF 78.99 FEET, TO THE SOUTHERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID SOUTHERLY LINE OF SAID PARCEL 20, SOUTH 31°51'48" WEST, FOR A DISTANCE OF 20.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 574 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (HATTERAS 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 HATTERAS COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 20°49'31" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 20, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 82°43'32" WEST, FOR A DISTANCE OF 18.80 FEET;

THENCE, CONTINUING ALONG SAID SOUTHERLY LINE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 26°50'44", AND AN ARC DISTANCE OF 56.23 FEET;

THENCE, LEAVING SAID SOUTHERLY 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 55°28'14" EAST, THROUGH A CENTRAL ANGLE OF 76°17'45", AND AN ARC DISTANCE OF 79.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 405 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (THURSTON COURT)

COMMENCING AT THE CENTER OF THE THURSTON COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG A RADIAL BEARING OF NORTH 16°16'19" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHERN LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL 20, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 47°05'33", AND AN ARC DISTANCE OF 41.10 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 82°43'32" WEST, FOR A DISTANCE OF 18.74 FEET;

THENCE, LEAVING SAID SOUTHERLY 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 47°27'39" EAST, THROUGH A CENTRAL ANGLE OF 82°16'54", AND AN ARC DISTANCE OF 86.17 FEET, TO SAID SOUTHERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID SOUTHERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 01°12'55" WEST, THROUGH A CENTRAL ANGLE OF 08°29'23", AND AN ARC DISTANCE OF 17.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 645 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.

DRAFT

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



DATE _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Recorded for the benefit of the City of Lathrop
pursuant to Government Code Section 27383

TWENTY-FOURTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)
Annexation No. 24

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on November 18, 2013 as Document No. 2013-143754 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference. An Amended Notice of Special Tax Lien reflecting the Amended Rate and Method of Apportionment of Special Tax was subsequently recorded at the County Recorder on October 23, 2015 as Document No. 2015-127760 (the "Amended Notice").

This Twenty-Fourth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on June 1, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 42 (Document No. 2013-136637), in the Office of the

County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Amended Notice, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Twenty-Fourth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: _____, 2021.

By: _____
City Clerk,
City of Lathrop

EXHIBIT A

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 24
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 24 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS STAGE 2B, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-470-15, 213-470-16, 213-470-19

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 24

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Stage 2B, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Amended Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on November 18, 2013, as Document No. 2013-143754 in the Office of the County Recorder of the County of San Joaquin, and amended as referred to in the Amended Notice of Special Tax Lien recorded on October 23, 2015 as Document No. 2015-127760. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor’s Parcel No. 213-470-15, 213-470-16, 213-470-19

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS STAGE 2B, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Stage 2B, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

**CITY OF LATHROP
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)**

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and C1 Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

**CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)**

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this Amended RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Fiscal Review Process” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C.2 below.

“Maximum Services Special Tax” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C.1 below.

“Maximum Special Taxes” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“Non-Residential Square Footage” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“Proportionately” means that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this Amended RMA.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property

is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this Amended RMA.

“Trigger Event” will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined pursuant to Sections C.1 and C.2 shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

“Unit” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the

Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event; a different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 1
Maximum Services Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$ 98.16 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$192.37 per SFD Lot	\$ 91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.*

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
Maximum Facilities Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2014 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Tax for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this Amended RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this Amended RMA in any manner acceptable to the City, by resolution or

ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 24

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

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