

ITEM 4.18

CITY MANAGER'S REPORT OCTOBER 11, 2021, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 47 LOTS IN TRACT 4053 VILLAGE "JJ2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4053 Village "JJ2" within the Lakeside West District, Totaling 47 Single Family Lots and Subdivision Improvement Agreement with River Islands Stage 2B, LLC**

SUMMARY:

The proposed Final Map for Tract 4053 will be the second and final tract map within the Village "JJ" area. Pulte Homes is proposing eighty (47) 47' x 101' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4053, Village "JJ2" and Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside West District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2B area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4053 is within the geographic boundaries of VTM 3694 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 "JJ" is \$2,072,000, however, a large portion of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities were provided with the SIA for Tract 4052 that guarantee the unfinished improvements for Village "JJ", including both Tracts 4052 and 4053, in the amount of:

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DISTRICT OF RIVER ISLANDS

Total Cost of On-site Improvements: \$1,727,000 x 120%	\$2,072,000
Unfinished On-site Improvement Total:	\$438,000
Performance Bond (120% of Unfinished On-site Improvements):	\$525,600
Labor & Materials Bond (50% of Performance Bond)	\$262,800
Future Maintenance Bond (10% of Total On-site Improvements)	\$207,200

At the time of approval for Tract 4052, Village JJ was not adjacent to other approved maps, and therefore off-site improvements including roads and utilities that connect this Village to other approved map areas were guaranteed with the SIA for Tract 4052. The full cost of these off-site improvements and the associated bond is in the amount of:

Total Cost of Off-site Improvements:	\$298,000
Unfinished Off-site Improvement Total: All Complete	\$0
Performance Bond (120% of Unfinished Off-site Improvements):	\$0
Labor & Materials Bond (50% of Performance Bond)	\$0
Future Maintenance Bond (10% of Total Off-site Improvements)	\$29,800

The SIA for Tract 4053 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 4053, 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 “JJ” was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4052 Final Map in January, 2021. The CFDs are for the City, Reclamation District 2062, RIPFA 2020-1, and River Islands Public Financing Authority (RIPFA).

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 as listed below:

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DISTRICT OF RIVER ISLANDS

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4052	Bond accepted on 1/11/2021
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4052	Bond accepted on 1/11/2021
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. Tract 4053 Village "JJ2" – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 9	Annexed with Tract 4052 on 1/11/2021
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

FISCAL IMPACT:

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

OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

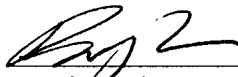
**APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 47 LOTS IN TRACT 4053 VILLAGE "JJ2" WITHIN LAKESIDE WEST
DISTRICT OF RIVER ISLANDS**

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4053 Village "JJ2" within the Lakeside West District, Totaling 47 Single Family Lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "JJ"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4053, Village "JJ2"
- D. Escrow Instructions for Final Map Tract 4053 Village "JJ2"
- E. Final Map – Tract 4053 Village "JJ2"


CITY MANAGER'S REPORT
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APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
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DISTRICT OF RIVER ISLANDS

APPROVALS



Brad Taylor
Land Development Manager

9/28/2021
Date




Glenn Gebhardt
City Engineer

9/28/21
Date



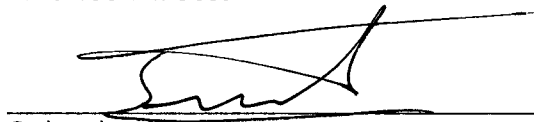
Michael King
Public Works Director

9/28/2021
Date

 FOR CJ


Cari James
Finance Director

9/29/2021
Date



Salvador Navarrete
City Attorney

9.28.2021
Date



Stephen J. Salvatore
City Manager

10.5.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4053 VILLAGE "JJ2" WITHIN THE LAKESIDE WEST DISTRICT, TOTALING 47 SINGLE FAMILY LOTS AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC

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

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

WHEREAS, the land for the proposed Final Map for Tract 4053 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 guarantees for Tract 4053, in the amounts shown in Table 1 below, were provided with the approved SIA for Tract 4052 executed with River Islands Development, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4053. Tracts 4052 and 4053 are collectively known as Village "JJ"; and

Table 1 - Bond Values

Total Cost of On-site Improvements: \$1,727,000 x 120%	\$2,072,000
Unfinished On-site Improvement Total:	\$438,000
Performance Bond (120% of Unfinished On-site Improvements):	\$525,600
Labor & Materials Bond (50% of Performance Bond)	\$262,800
Future Maintenance Bond (10% of Total On-site Improvements)	\$207,200

WHEREAS, at the time of approval for Tract 4052, Village JJ was not adjacent to other approved maps, and therefore off-site improvements including roads and utilities that connect this Village to other approved map areas were guaranteed with the SIA for Tract 4052. The full cost of these off-site improvements and the associated bond is shown in Table 2 below; and

Table 2 – Off-site Bond Values

Total Cost of Off-site Improvements:	\$298,000
Unfinished Off-site Improvement Total: All Complete	\$0
Performance Bond (120% of Unfinished Off-site Improvements):	\$0
Labor & Materials Bond (50% of Performance Bond)	\$0
Future Maintenance Bond (10% of Total Off-site Improvements	\$29,800

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, Village "JJ" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4052 Final Map in January 2021; 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 approves and accepts the following actions:

1. The Final Map for Tract 4053 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2B, LLC, in substantially the form as attached to the October 11, 2021 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 11th day of October 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

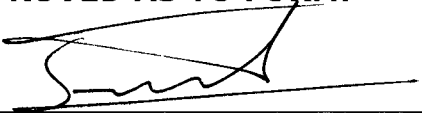
ABSENT:

Sonny Dhaliwal, Mayor

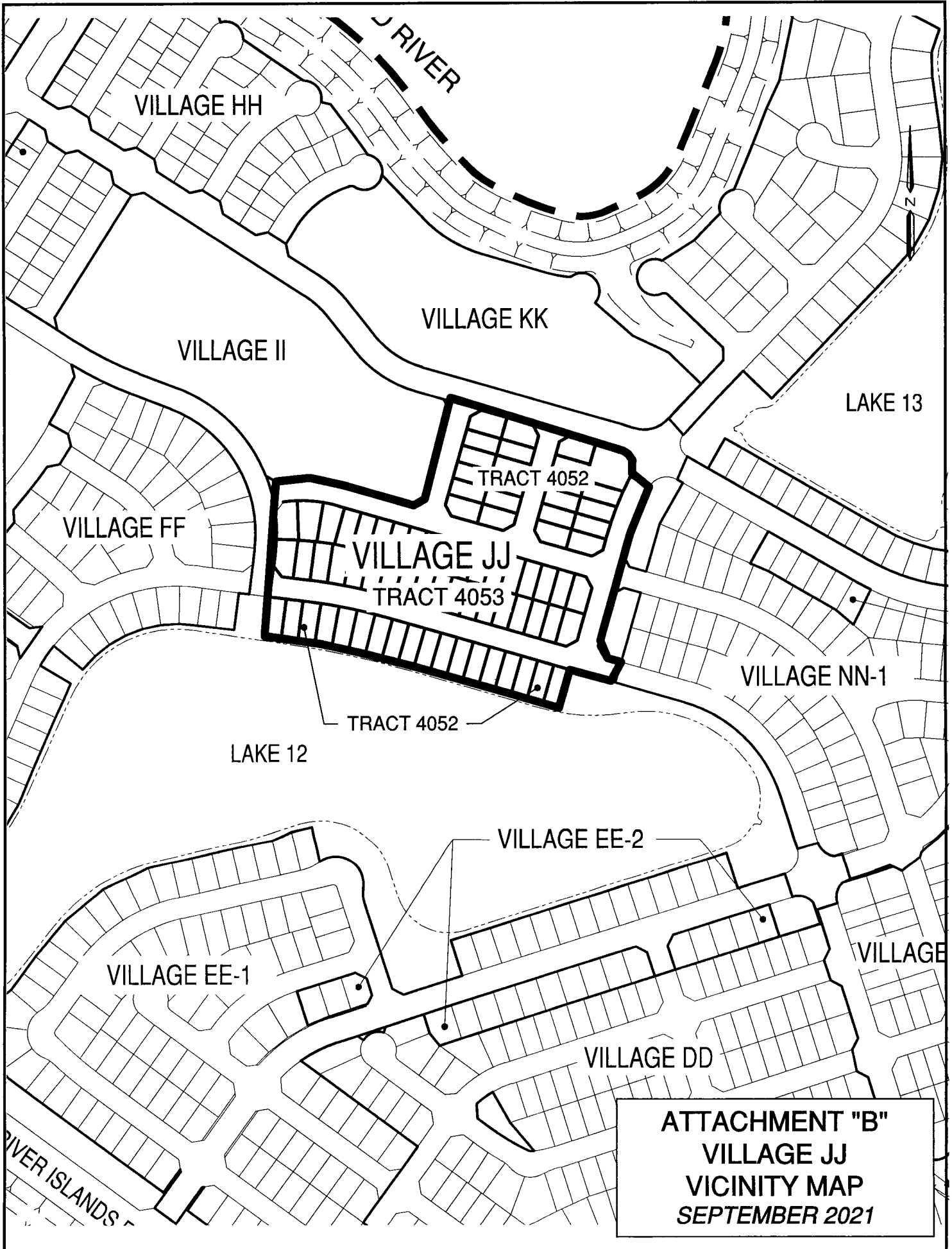
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ATTACHMENT "B"
VILLAGE JJ
VICINITY MAP
SEPTEMBER 2021

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

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

FOR TRACT 4053 VILLAGE "JJ2" 47 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **11th day of October 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 4053. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4053 (Village "JJ2") located within the Lakeside West District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the SIA for Tract 4052 that guarantee the unfinished improvements for Village "JJ", which includes Tract 4053, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4053.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4053 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 4053 and Village "JJ2" 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 4053 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 4053 Village "JJ2"

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

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

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4053 that is conveyed to a private interest not associated with the transfer of title of Tract 4053 associated with the filing of Tract 4053 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4053, or October 11, 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 \$207,200, equal to 10% of the estimated cost of the Improvements for the Village "JJ" entire area (\$2,072,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

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

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village “JJ2”

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

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

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

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4053 as included and described in Exhibit “D” of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4052 that guarantee the unfinished improvements for Village “JJ”, which includes Tract 4053, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4053. SUBDIVIDER shall also comply with CITY’S insurance requirements set forth on Exhibit “C” attached hereto and incorporated herein.

Table 1 – Bond Values

Total Cost of On-site Improvements: \$1,727,000 x 120%	\$2,072,000
Unfinished On-site Improvement Total:	\$438,000
Performance Bond (120% of Unfinished On-site Improvements):	\$525,600
Labor & Materials Bond (50% of Performance Bond)	\$262,800
Future Maintenance Bond (10% of Total On-site Improvements	\$207,200

Total Cost of Off-site Improvements:	\$298,000
Unfinished Off-site Improvement Total:	\$0
Performance Bond (120% of Unfinished Off-site Improvements):	\$0
Labor & Materials Bond (50% of Performance Bond)	\$0
Future Maintenance Bond (10% of Total Off-site Improvements	\$29,800

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.

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

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

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.

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 4053.

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

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

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.

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 4053

EXHIBIT B VILLAGE "JJ" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

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

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of October 2021, at Lathrop, California.

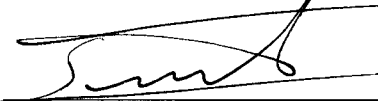
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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:  _____ 9.29.2021
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

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 4053 Village "JJ2"

EXHIBIT "A"

FINAL MAP - TRACT 4053

TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



CITY SURVEYORS STATEMENT

I, JAMES A. RAMIREZ, PROFESSIONAL ENGINEER, STATE OF CALIFORNIA, LICENSE NO. 107, DO HEREBY CERTIFY THAT THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, ARE TRUE AND CORRECT.

DATED THIS _____ DAY OF _____, 2021.

JAMES A. RAMIREZ, P.E. No. 107
ACTIVE CIVIL ENGINEER

SURVEYORS STATEMENT

THE CITY OF SAN FRANCISCO HAS REVIEWED THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, AND HAS DETERMINED THAT THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, ARE TRUE AND CORRECT.

DATED THIS _____ DAY OF _____, 2021.



JAMES A. RAMIREZ, P.E. No. 107
ACTIVE CIVIL ENGINEER

RECITALS

- THE CITY OF SAN FRANCISCO HAS REVIEWED THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, AND HAS DETERMINED THAT THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, ARE TRUE AND CORRECT.
- THE CITY OF SAN FRANCISCO HAS REVIEWED THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, AND HAS DETERMINED THAT THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, ARE TRUE AND CORRECT.
- THE CITY OF SAN FRANCISCO HAS REVIEWED THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, AND HAS DETERMINED THAT THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, ARE TRUE AND CORRECT.

TRACT 4053 AREA SUMMARY	
DATE OF SURVEY	NOV 15, 2021
DATE OF MAP	NOV 15, 2021

THE SURVEY AND MAPS SHOWN ON THIS TRACT 4053, RIVER ISLANDS - STAGE 2B, VILLAGE JJ2, CALIFORNIA, AND ANY INSTRUMENTS THAT MAY BE PREPARED BY ME OR UNDER MY SUPERVISION, ARE TRUE AND CORRECT.

REFERENCES

- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE JJ2, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 162)
- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE JJ2, FILED JANUARY 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 57, S.J.C.R. (43 MAP 57)
- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE FF, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 161, S.J.C.R. (43 MAP 161)
- TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE MM, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 166)

SIGNATURE OMISSIONS

PASSAGE TO SECTION 866.56 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

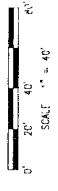
- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES, LING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER ZDP-01046-77, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
1	N29°27'39"W	25.36'
2	N63°57'31"E	45.30'
3	N37°19'43"W	35.16'
4	N73°03'17"E	40.11'
5	N37°18'26"E	35.25'
6	N75°28'54"E	9.03'
7	N77°09'28"W	55.02'
8	N75°01'34"W	29.98'

TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESADERO, BEING A SUBDIVISION OF PARCELS 7 AND 2 OF TRACT 4052 (43 MAP 157), AND AS CORRECTED BY CERTIFICATE OF CORRECTION REGISTERED JUNE 9, 2021, AS SHOWN ON MAP 157, SAN JOAQUIN COUNTY, CALIFORNIA
CITY OF JARVIS, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST, 2021

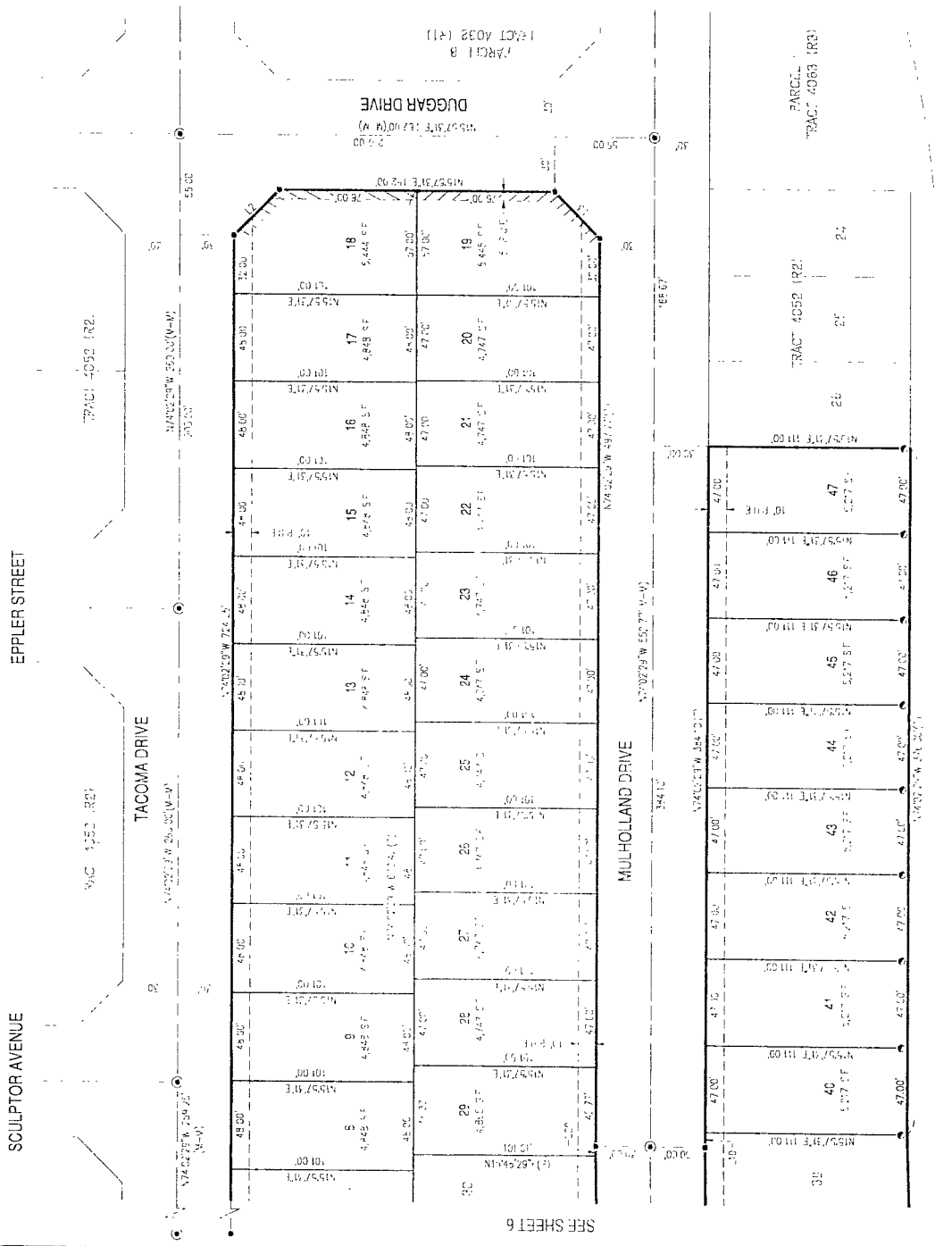


NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 6 FOR MONUMENTATION NOTES

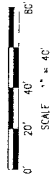
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 AND 6 ONLY

LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
1	S77°49'26"E	35.28'	C1	370.00'	60°55'4"	59.48'
2	S23°22'28"E	35.36'	C2	370.00'	11°54'49"	73.7'
3	N05°27'54"E	35.36'	C3	370.00'	6°39'14"	40.87'
4	N37°38'41"W	35.36'	C4	1530.00'	14°11'14"	48.00'
5	N85°42'28"W	1.85'	C5	1630.00'	14°11'14"	48.00'
6	S80°31'52"E	5.85'	C6	1630.00'	14°11'14"	48.00'
7	S78°09'44"E	3.75'	C7	510.00'	14°11'14"	48.00'
8	S74°42'42"E	0.81'	C8	1530.00'	14°11'14"	48.00'
9	S74°42'42"E	2.88'	C9	430.00'	45°40'0"	36.78'
10	S74°02'29"E	8.10'	C10	430.00'	10°00'58"	75.7'
11	S75°08'54"W	9.03'	C11	1570.00'	15°30'7"	51.66'
12	N77°08'28"W	15.00'	C12	1570.00'	15°30'7"	51.66'
13	N72°20'20"E	40.33'	C13	1570.00'	13°40'0"	42.94'
14			C14	400.00'	7°16'24"	50.78'
15			C15	1530.00'	0°11'00"	5.74'



TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (A3 MAP 157), AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS INSTRUMENT NO. 2021-08694, IN SAN DIEGO COUNTY, CALIFORNIA CITY OF LA JOLLA, AUGUST 2021

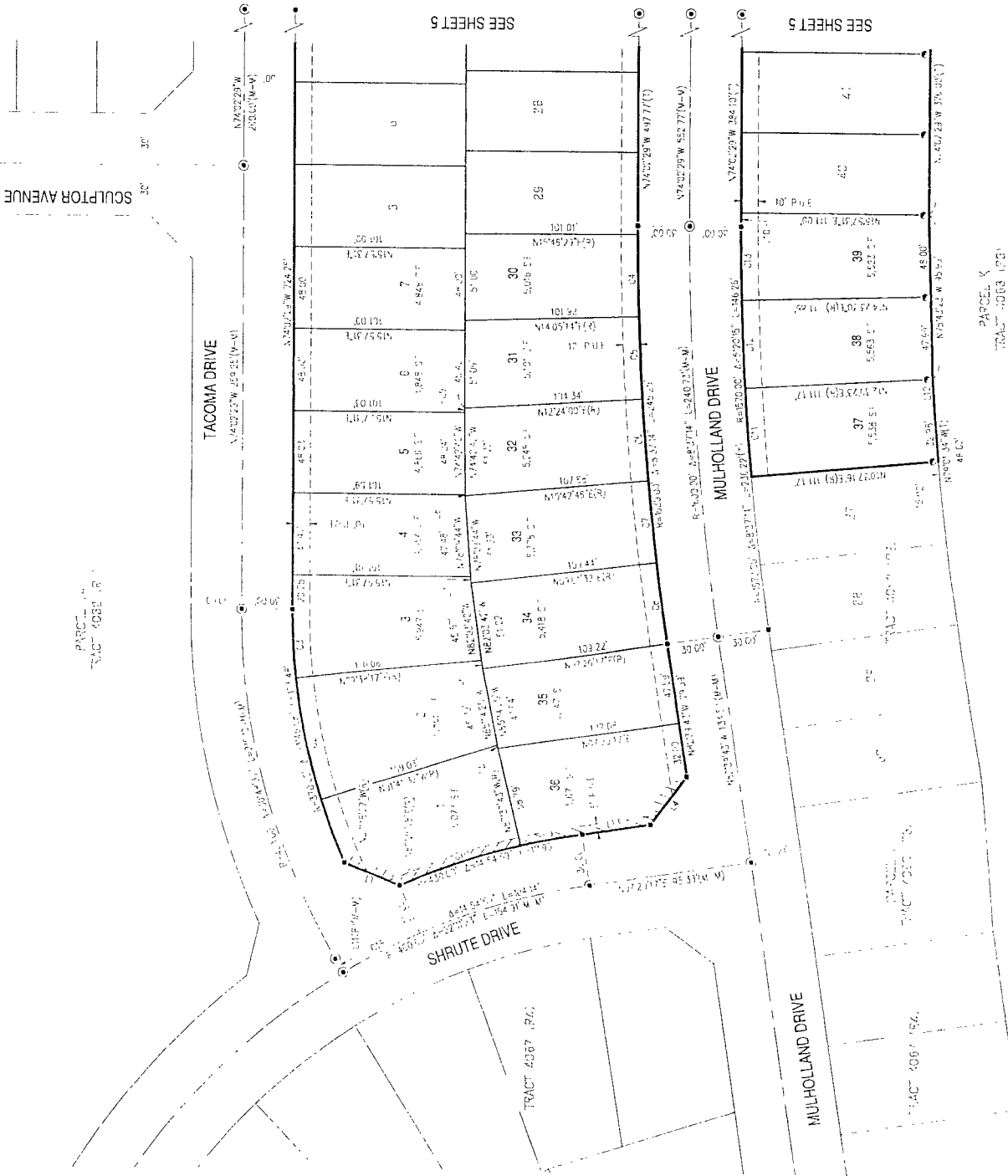


NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARING AND LEGEND.
3. SEE SHEET 5 FOR LINE AND CURVE TABLES

MONUMENTATION NOTES

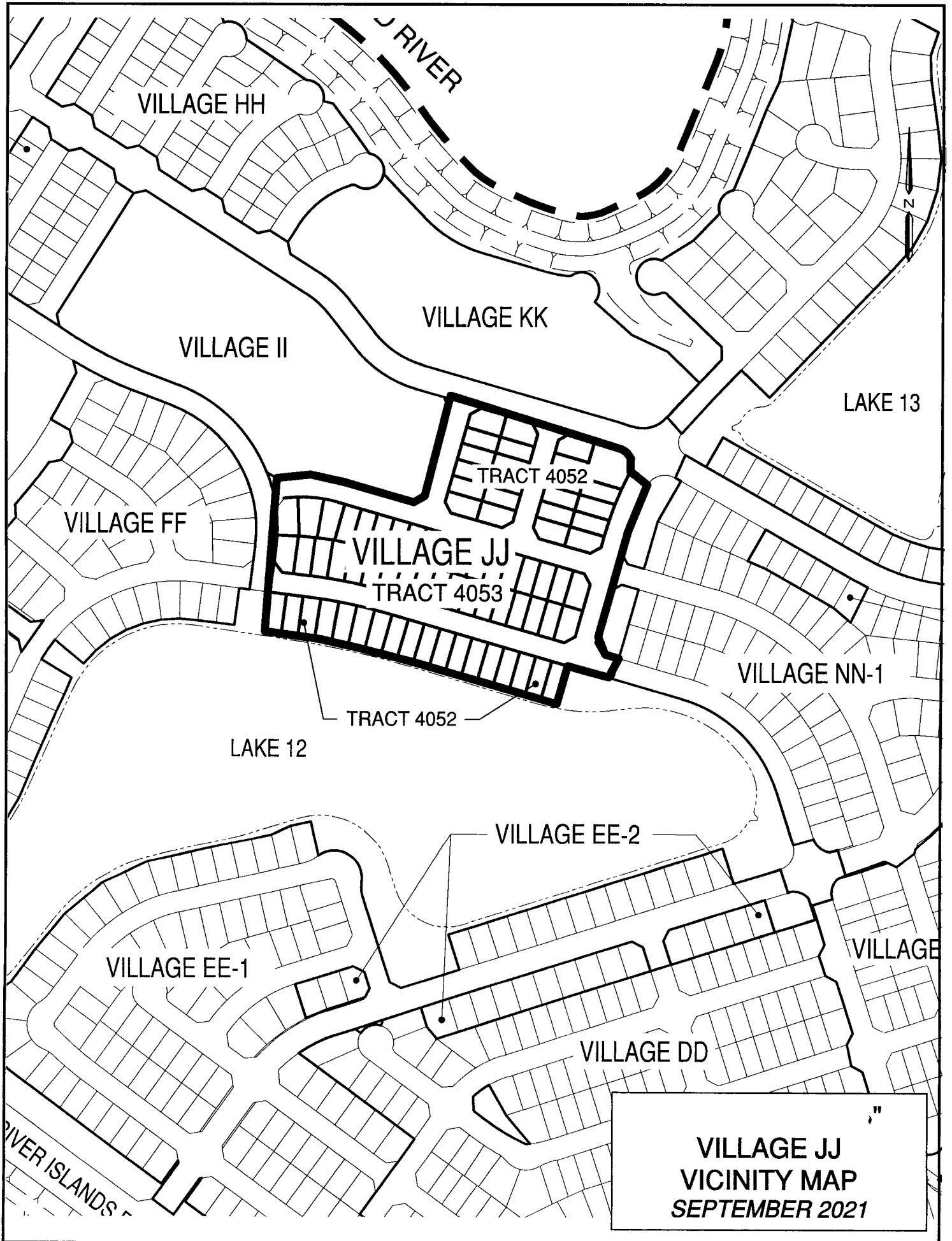
- 1. FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2)
- 2. SET 1/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 3. SET 5/8" WIRELESS CORNER (W/C), UNLESS OTHERWISE NOTED MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" CON. PIPE W/ PLASTIC PLUG "PLS 7788"
- 4. NOT SET 3/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1"7" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY JAE PROJECTION FOR ALL REAR LOT CORNERS



Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4053 Village "JJ2"

EXHIBIT "B"

VILLAGE "JJ" AREA



VILLAGE JJ
VICINITY MAP
SEPTEMBER 2021

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2021

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

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

PRODUCER Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071 License#: 0C36861 RIVEISL-01	CONTACT NAME: Gloria Gabriel PHONE (A/C, No, Ext): E-MAIL ADDRESS: Gloria.Gabriel@alliant.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED River Islands Development, LLC 73 W. Stewart Lathrop CA 95330	INSURER A : United Specialty Insurance Com		12537
	INSURER B : Navigators Specialty Insurance		36056
	INSURER C : Homesite Insurance Company		17221
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 472121180

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ATN2117764P	3/19/2021	3/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LA21FXSZ07W8RIC	3/19/2021	3/19/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability			CPX-7558052-00	3/19/2021	3/19/2024	Occ /Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: FM 4053 Village JJ

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

City of Lathrop
 390 Towne Centre Drive
 Lathrop CA 95330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 4053 Village "JJ2"

EXHIBIT "D"

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

DRAFT ENGINEER'S OPINION OF PROBABLE COST
VILLAGE JJ (77 UNITS)
STAGE 2B
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

April 23, 2018
Job No.: 25503-46

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	179,100	SF	\$ 0.45	\$ 80,595.00
2	4.5" AC Paving	93,400	SF	\$ 2.25	\$ 210,150.00
3	8" Aggregate Base	93,400	SF	\$ 1.20	\$ 112,080.00
4	Vertical Curb and Gutter <i>(with AB cushion)</i>	2,110	LF	\$ 15.00	\$ 31,650.00
5	Rolled Curb and Gutter <i>(with AB cushion)</i>	3,720	LF	\$ 15.00	\$ 55,800.00
6	Concrete Sidewalk	34,420	SF	\$ 5.00	\$ 172,100.00
7	Driveway Approach	77	EA	\$ 600.00	\$ 46,200.00
8	Handicap Ramps	11	EA	\$ 2,500.00	\$ 27,500.00
9	Survey Monuments	8	EA	\$ 300.00	\$ 2,400.00
10	Traffic Striping & Signing	3,080	LF	\$ 5.00	\$ 15,400.00
11	Dewatering (Budget)	3,080	LF	\$ 75.00	\$ 231,000.00
Subtotal Street Work					\$ 984,875.00
<u>STORM DRAIN</u>					
12	Catch Basins <i>(type A inlet over type I manhole base)</i>	11	EA	\$ 2,800.00	\$ 30,800.00
13	Catch Basins <i>(type A inlet over type II manhole base)</i>	6	EA	\$ 5,000.00	\$ 30,000.00
14	Catch Basins <i>(type C inlet over type II manhole base)</i>	2	EA	\$ 3,300.00	\$ 6,600.00
15	15" Storm Drain Pipe	690	LF	\$ 34.00	\$ 23,460.00
16	18" Storm Drain Pipe	670	LF	\$ 46.00	\$ 30,820.00
17	30" Storm Drain Pipe	700	LF	\$ 80.00	\$ 56,000.00
18	36" Storm Drain Pipe	130	LF	\$ 95.00	\$ 12,350.00
19	Manholes <i>(type II)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
20	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.00
21	Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Storm Drain					\$ 202,130.00
<u>SANITARY SEWER</u>					
22	8" Sanitary Sewer Pipe	1,610	LF	\$ 28.00	\$ 45,080.00
23	10" Sanitary Sewer Pipe	540	LF	\$ 35.00	\$ 18,900.00
24	12" Sanitary Sewer Pipe	870	LF	\$ 42.00	\$ 36,540.00
25	Manholes	10	EA	\$ 4,000.00	\$ 40,000.00
26	Manholes <i>(Trunk)</i>	2	EA	\$ 6,000.00	\$ 12,000.00
27	4" Sewer Service	76	EA	\$ 600.00	\$ 45,600.00
28	Connect to Existing	4	EA	\$ 3,000.00	\$ 12,000.00
Subtotal Sanitary Sewer					\$ 210,120.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
29	8" Water Line	1,690	LF	\$ 32.00	\$ 54,080.00
30	10" Water Line	1,460	LF	\$ 40.00	\$ 58,400.00
31	Water Service	78	EA	\$ 800.00	\$ 62,400.00
32	Fire Hydrants	5	EA	\$ 4,000.00	\$ 20,000.00
33	8" GV	11	EA	\$ 1,550.00	\$ 17,050.00
34	10" GV	7	EA	\$ 2,500.00	\$ 17,500.00
35	Connect to Existing	5	EA	\$ 4,000.00	\$ 20,000.00
36	Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Water Supply					\$ 251,430.00
<u>NON-POTABLE WATER</u>					
37	8" Non-Potable Water Line	540	LF	\$ 35.00	\$ 18,900.00
38	10" Non-Potable Water Line	930	LF	\$ 43.00	\$ 39,990.00
39	8" GV	1	EA	\$ 1,550.00	\$ 1,550.00
40	10" GV	3	EA	\$ 2,500.00	\$ 7,500.00
41	Non-Potable Water Service	2	EA	\$ 2,000.00	\$ 4,000.00
42	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
43	Plug & Stub	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Non-Potable Water Supply					\$ 78,940.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,727,000.00
COST PER LOT					\$ 22,429.00

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - Stage 2B
VILLAGE JJ (77 LOTS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 25, 2020
 Job No.: 25503-46

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer Raising Iron & Setting SSCO boxes (0% Completion)	1	LS	\$ 40,400.00	\$ 40,400.00
2	Storm Drain Raising Iron (0% Completion)	1	LS	\$ 800.00	\$ 800.00
3	Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 36,800.00	\$ 36,800.00
4	Non-Potable Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 2,800.00	\$ 2,800.00
5	Joint Trench (60% Completion)	1	LS	\$ 340,200.00	\$ 340,200.00
6	Striping & Mounments (0% Completion)	1	LS	\$ 17,000.00	\$ 17,000.00
TOTAL COST TO COMPLETE \$					438,000.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village JJ dated 9/25/2020

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

October 11, 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 4053; Escrow No. 12140221

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 4053, executed and acknowledged by the City (provided to title by City).

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

C. Funds and Settlement Statement

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

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

- Funds to be wire transferred directly to the entity as instructed by City , immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$18,403.84**, 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 **5.53** 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 have been provided to ORTC.

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

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverislands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) 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 4053
RIVER ISLANDS - STAGE 2B
VILLAGE JJ2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (43 MAP 157), AND AS
CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS
INSTRUMENT NO. 2021-098994,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE
OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4053, RIVER
ISLANDS - STAGE 2B, VILLAGE JJ2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SIX (6) SHEETS,
THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING
HELD ON THE ____ DAY OF _____, 202__, AND THAT SAID CITY COUNCIL DID
MEETING, APPROVE SAID MAP AND AUTHORIZED ITS RECORRATION AND THE CITY OF LATHROP,
CITY OF LATHROP, THE REINJUNCTION OF ACCESS RIGHTS TO LOTS 1, 18, 19, AND 36 ALONG THE
LOT LINES AS INDICATED BY THE SYMBOL [XXXXXX] THE DEDICATION OF GROUND WATER RIGHTS, AS
SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH
CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

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

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

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

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 _____, 202__, BEFORE ME, _____ WHO PROVED TO
ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO
THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER 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 _____

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND
EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 4053,
RIVER ISLANDS - STAGE 2B, VILLAGE JJ2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SIX (6) 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 UNDERSIGNED DOES HEREBY BELIEVE THAT THE CITY OF LATHROP ALLOTTERS RIGHT OF ACCESS TO
LOTS 1, 18, 19, AND 36, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [XXXXXX] AS SHOWN ON THIS
FINAL MAP

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

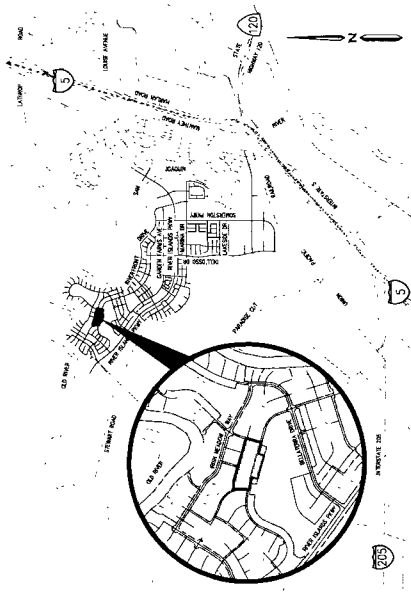
OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELLOSSO DATE _____
ITS: PRESIDENT

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 13, 2020 AS
DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS ____ DAY OF _____, 202__.

BY: _____
NAME: _____
ITS: _____



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3684 APPROVED BY THE PLANNING COMMISSION
DATED THIS ____ DAY OF _____, 202__.

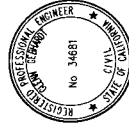
MARK WESSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND
I HAVE REVIEWED THE TENTATIVE MAP NO. 3684, RIVER ISLANDS STAGE 2B, VILLAGE JJ2, CITY OF
LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN THEREON AS IT
APPEARED ON THE VESTING TENTATIVE MAP NO. 3684, AND ANY APPROVED ALTERATIONS
HEREON, COMPLY WITH ALL PROVISIONS OF CHAPTER 2 OF THE STATE OF
CALIFORNIA SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY
AMENDMENTS THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS ____ DAY OF _____, 202__.

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



RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 202__, AT _____ M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPA
FEE \$ _____

STEVIE BESTOLARIDES
ASSASSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA
BY: _____ ASSISTANT/DEPUTY RECORDER

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

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE JJ2", 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. 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 REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 11, 2018. I HEREBY STATE ALL THE POSITIONS LOCATED ON THIS MAP ARE TRUE POSITIONS LOCATED ON THAT THEY WILL BE SET IN THESE POSITIONS BEFORE DECEMBER 31, 2021, AND THAT I AM NOT PROVIDING ANY WARRANTY, BE IT EXPRESS OR IMPLIED, THAT THIS MAP WILL BE SUFFICIENT TO ENABLE "THIS SURVEY" TO BE RETRACED, AND THAT "THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED MESTING "EXTANTIVE MAP"

DATED THIS _____ DAY OF _____ 2021

OTLAN CRAWFORD, P.L.S. NO 7788



RECITALS

- RIGHT TO FARM STATEMENT
THE CITY OF LATHROP HAS ADOPTED ORDINANCE, TITLE 15, CHAPTER 15.48.BA, THE CITY OF LATHROP PERMITS OPERATION OF PROPERTY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS WHOSE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS, ROENTIS AND PRESSES, BEE HIVES, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, OPERATIONS OUTSIDE THE CITY'S JURISDICTION, CONSEQUENTLY, OPERATING ON THE LOCATION OF YOUR PROPERTY IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION
- A SOILS REPORT ENTITLED "GEO-TECHNICAL 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 ENGEC, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP
- TRACT 4053, RIVER ISLANDS-STAGE 2B, VILLAGE JJ2, CONTAINS 47 RESIDENTIAL LOTS CONTAINING 5.53 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW)

TRACT 4053 AREA SUMMARY	
LOTS 1 THROUGH 47	5.53 AC±
TOTAL	5.53 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 21242221-1-R, DATED AUGUST 13, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

**TRACT 4053
RIVER ISLANDS - STAGE 2B
VILLAGE JJ2**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (43 MAP 157), AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS INSTRUMENT NO. 2021-098894, IN SAN JOAQUIN COUNTY, CALIFORNIA CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, AUGUST, 2021



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 4032, RIVER ISLANDS-STAGE 2B, VILLAGE JJ1, FILED JANUARY 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 157, S.J.C.R. (43 MAP 157)
- (R3) TRACT 4083, 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)
- (R4) TRACT 4087, 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)
- (R5) TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE MM1, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 166)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 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 2001-01046177, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

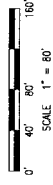
LINE	DIRECTION	LENGTH
L1	N29°02'23"W	35.36'
L2	N60°57'31"E	35.36'
L4	N37°39'43"W	35.36'
L5	N72°01'7"E	40.33'
L6	S37°18'26"E	35.26'
L7	N75°08'54"E	9.03'
L8	N77°09'28"W	15.03'
L9	N79°01'34"W	32.96'

TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (43 MAP 157), AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS INSTRUMENT NO. 2021-038884, IN THE PUBLIC RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, AUGUST 2021.



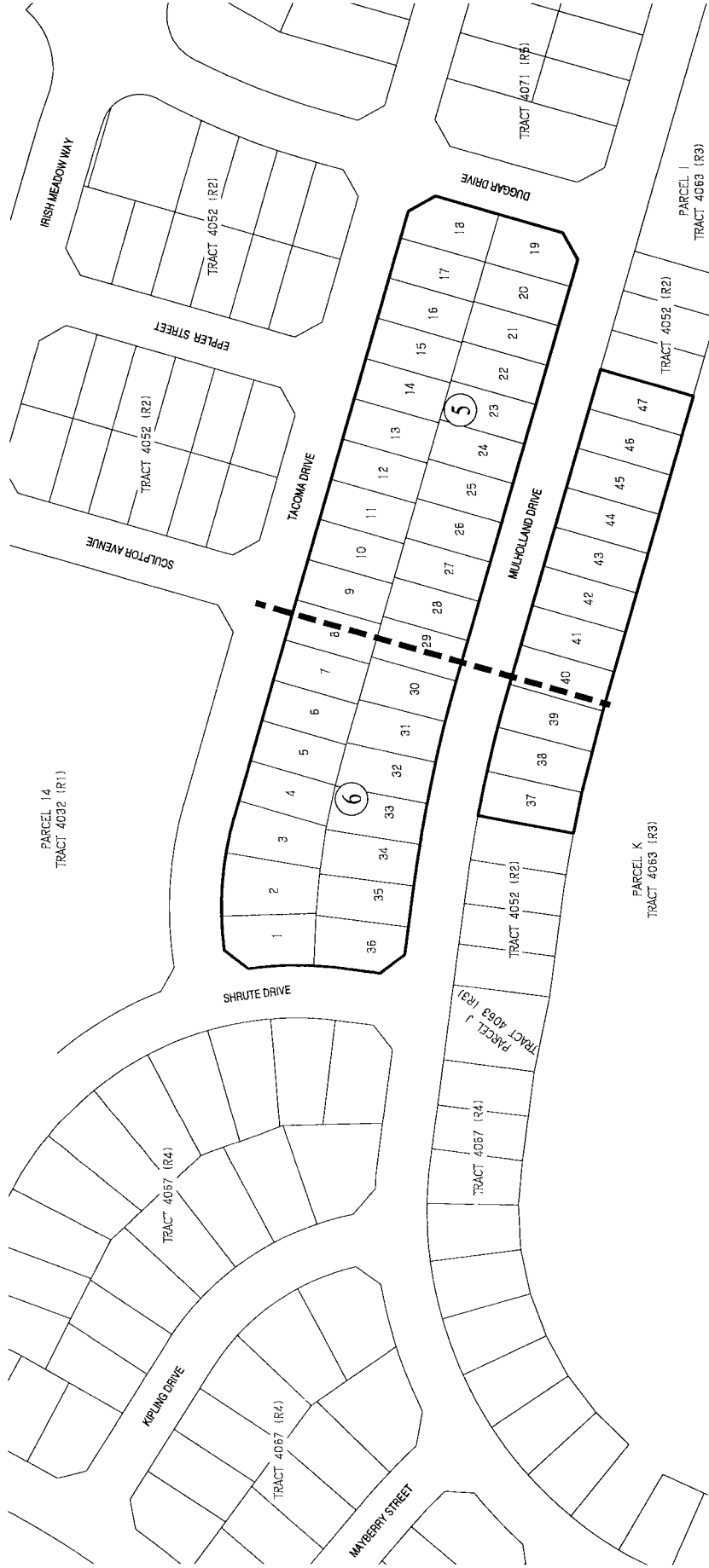
SHEET INDEX



LEGEND

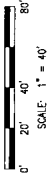
- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

5



TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESCADERO BEING
A SUBDIVISION OF PARCELS 1, AND 2 OF TRACT 4052 (43 MAP 157), AND AS
CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS
INSTRUMENT NO. 2021-088994,
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



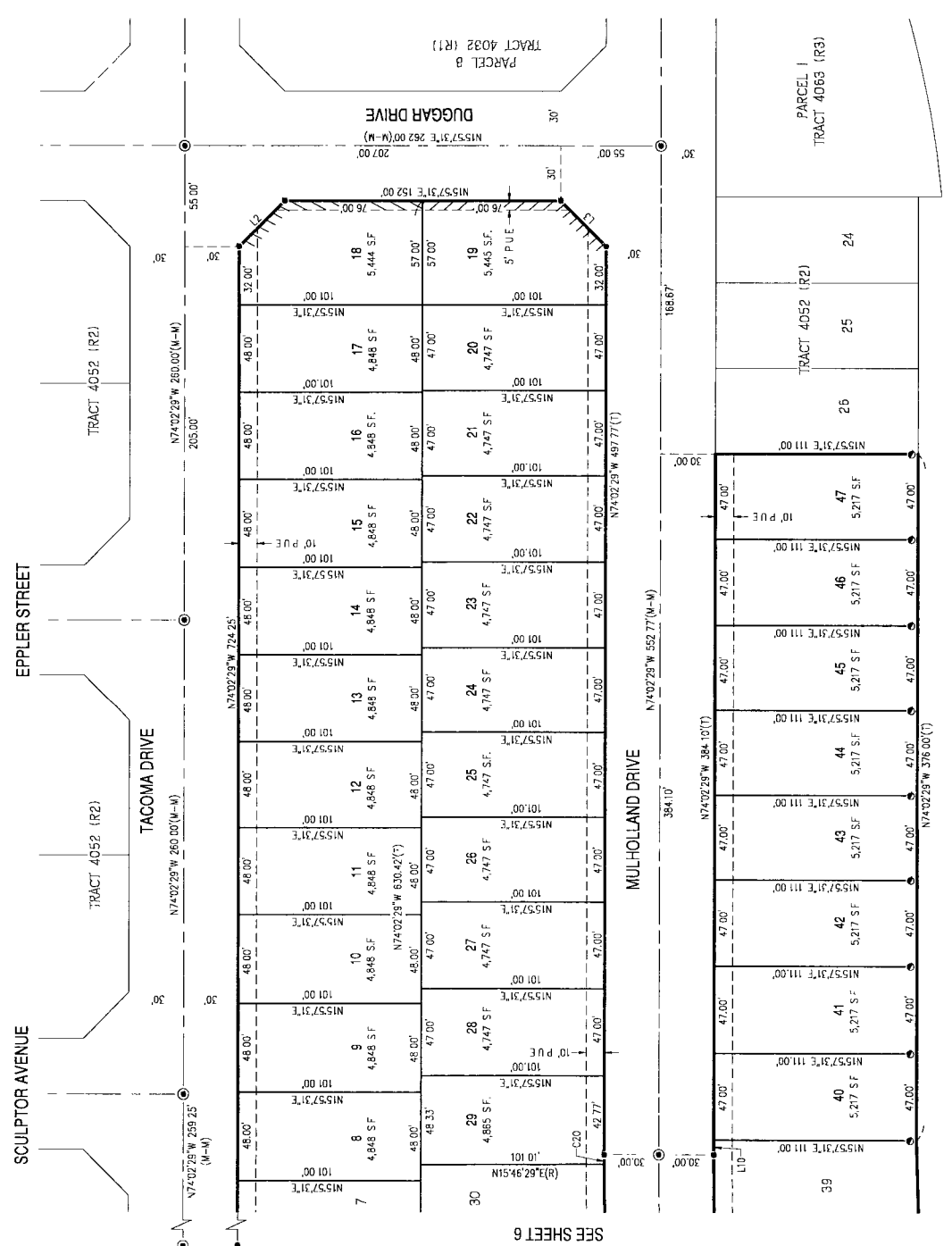
NOTES

- SEE SHEET 2 FOR REFERENCES.
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
- SEE SHEET 6 FOR MONUMENTATION NOTES.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 AND 6 ONLY

LINE TABLE		CURVE TABLE	
LINE	DIRECTION	RADIUS	DELTA
L1	N37°18'26\"	370.00	6°08'55\"
L2	S29°02'28\"	370.00	11°19'49\"
L3	N65°57'31\"	370.00	6°19'14\"
L4	N37°39'43\"	1630.00	1°41'14\"
L5	N85°14'25\"	1630.00	1°41'14\"
L6	S82°03'42\"	1630.00	1°41'14\"
L7	S78°09'44\"	1630.00	1°41'14\"
L8	S74°42'42\"	1630.00	1°41'14\"
L9	S74°42'42\"	430.00	4°54'01\"
L10	S74°02'28\"	430.00	10°00'58\"
L11	S75°08'54\"	1570.00	1°53'07\"
L12	N77°08'28\"	1570.00	1°53'07\"
L13	N72°20'20\"	400.00	7°16'24\"

LINE	DIRECTION	LENGTH
L1	N37°18'26\"	35.28
L2	S29°02'28\"	35.36
L3	N65°57'31\"	35.36
L4	N37°39'43\"	35.36
L5	N85°14'25\"	1.85
L6	S82°03'42\"	5.85
L7	S78°09'44\"	3.75
L8	S74°42'42\"	0.61
L9	S74°42'42\"	2.59
L10	S74°02'28\"	8.10
L11	S75°08'54\"	9.03
L12	N77°08'28\"	15.03
L13	N72°20'20\"	40.33



SEE SHEET 6

TRACT 4053 RIVER ISLANDS - STAGE 2B VILLAGE JJ2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 4052 (43 MAP 157), AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2021, AS INSTRUMENT NO. 2021-088994, CITY OF LAHOMA, SAN JOAQUIN COUNTY, CALIFORNIA AUGUST 2021



NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- SEE SHEET 5 FOR LINE AND CURVE TABLES

MONUMENTATION NOTES

- FOUND MONUMENT PER (RZ)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (RZ)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ 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

