CITY MANAGER'S REPORT JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION **IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT** 4090 VILLAGE "HH2" WITHIN OLD RIVER DISTRICT **OF RIVER ISLANDS RECOMMENDATION:** Adopt Resolution Approving Final Map for Tract 4090 Village "HH2" within the Old River District, Totaling Family Lots and Subdivision 43 Sinale а **Improvement Agreement with River Islands Stage 2B, LLC**

SUMMARY:

The proposed Final Map for Tract 4090 will be the second and final tract map within the Village "HH" area. Pulte Homes is proposing forty-three (43) $55' \times 80'$ single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4090, Village "HH2", 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 4090 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 "HH" is \$1,749,000, 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 4089 that guarantee the unfinished improvements for Village "HH" in the amount of:

CITY MANAGER'S REPORT PAGE 2 **JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING** APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT 4090 VILLAGE "HH2" WITHIN OLD RIVER DISTRICT **OF RIVER ISLANDS**

Unfinished Improvement Total:	\$1,093,823
Performance Bond (120% of Unfinished Improvements):	\$1,312,588
Labor & Materials Bond (50% of Performance Bond)	\$656,294

The SIA for Tract 4090 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 4090, 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 "HH" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4089 Final Map in 2021. The CFDs are CFD 2013-1 City of Lathrop Annexation No. 24, CFD 2013-1 Island Reclamation District (RD) 2062, CFD 2013-1 River Islands Public Financing Authority (RIPFA), and CFD 2020-1 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:

Do	cuments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4089	Completed
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4089	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

CITY MANAGER'S REPORT PAGE 3 JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT 4090 VILLAGE "HH2" WITHIN OLD RIVER DISTRICT **OF RIVER ISLANDS**

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 HH - Annexation No. 24 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Annexed with Tract 4089 on 9/13/2021		
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.

ATTACHMENTS:

- Resolution Approving Final Map for Tract 4090 Village "HH2" within the Old Α. River District, Totaling 43 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- Vicinity Map Village "HH2" Β.
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4090, Village "HH2"
- D. Escrow Instructions for Final Map Tract 4090 Village "HH2"
- E. Final Map – Tract 4090 Village "HH2"

APPROVALS

Glenn Gebhardt City Engineer

Michael King Public Works Director

Cari James Finance Director

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Salvador Navarrete City Attorney

FOR Stephen J. Salvatore

City Manager

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Date

12/20/2021 ate Date

12/2/2021

Date

/2./6.2021 Date

-2022 Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4090 VILLAGE "HH2" WITHIN THE OLD RIVER DISTRICT, TOTALING 43 SINGLE FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 6716 on June 14, 2021; 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 4090 is within the geographic boundaries of Vesting Tentative Map (VTM) 6716 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 4090 were provided with the approved SIA for Tract 4089 executed with River Islands Stage 2B, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4090. Tracts 4089 and 4090 are collectively known as Village "HH"; and

WHEREAS, performance and labor & material securities were provided with the SIA for Tract 4089 that guarantee the unfinished improvements for Village "HH", including both Tract 4089 and 4090, in the amount as follows; and

Unfinished Improvement Total:	\$1,093,823
Performance Bond (120% of Unfinished Improvements):	\$1,312,588
Labor & Materials Bond (50% of Performance Bond)	\$656,294

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 "HH" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4089 Final Map in 2021; and

WHEREAS, River Islands Stage 2B must satisfy the Escrow Instructions, 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 4090 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 January 10, 2022 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 10^{th} day of January 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

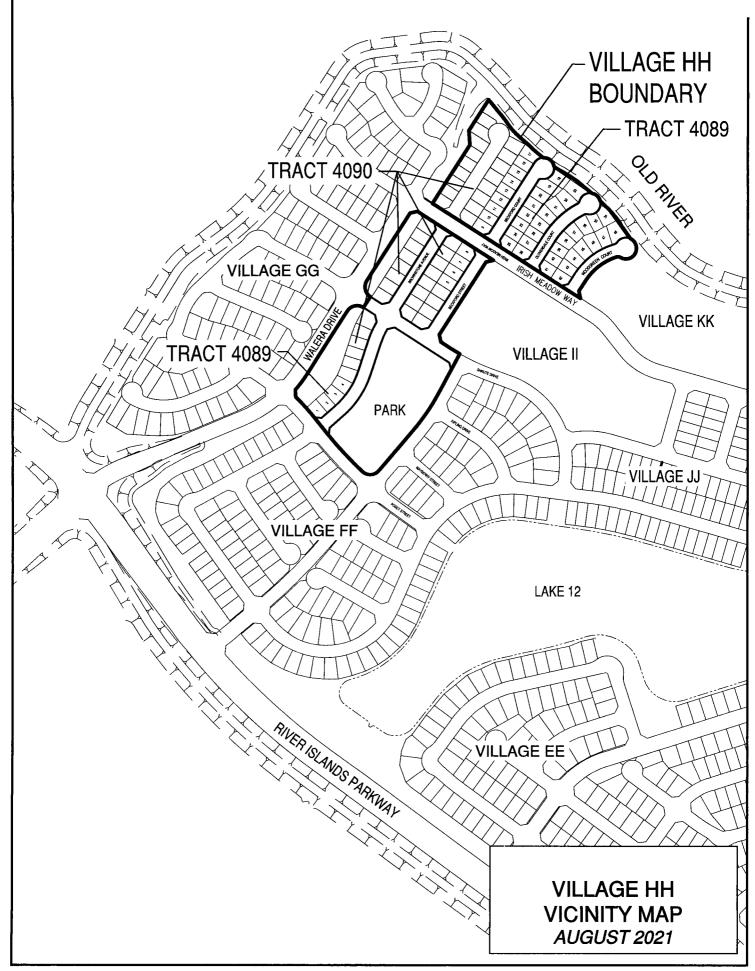
ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

ATTACHMENT B



SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

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

FOR TRACT 4090 VILLAGE "HH2" 43 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this 10th day of January 2022, 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 4090. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4090 (Village "HH2") located within the Lakeside East 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 4089 that guarantee the unfinished improvements for Village "HH", which includes Tract 4090, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4090.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4090 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 4090 and Village "HH" 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 4090 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: 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 East 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 4090 that is conveyed to a private interest not associated with the transfer of title of Tract 4090 associated with the filing of Tract 4090 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4090, or January 10, 2023, 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 \$174,900, equal to 10% of the estimated cost of the Improvements for the Village "HH" entire area (\$1,749,000) 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 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 4090 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4089 that guarantee the unfinished improvements for Village "HH", which includes Tract 4090, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4090. 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:	\$1,093,823
Performance Bond (Bond No. 0757341):	\$1,312,588
Labor & Materials Bond (Bond No. 0757341)	\$656,294

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 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 4090.

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.

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 4090
- EXHIBIT B TRACT 4090 AND VILLAGE "HH2" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "HH" IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this **10th day** of **January 2022**, 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 VargasDateCity Clerk

BY:

Stephen J. Salvatore Date City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

Date

12-16-2021 BY:

Salvador Navarrete City Attorney

SUBDIVIDER

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

BY:

Susan Dell'Osso President

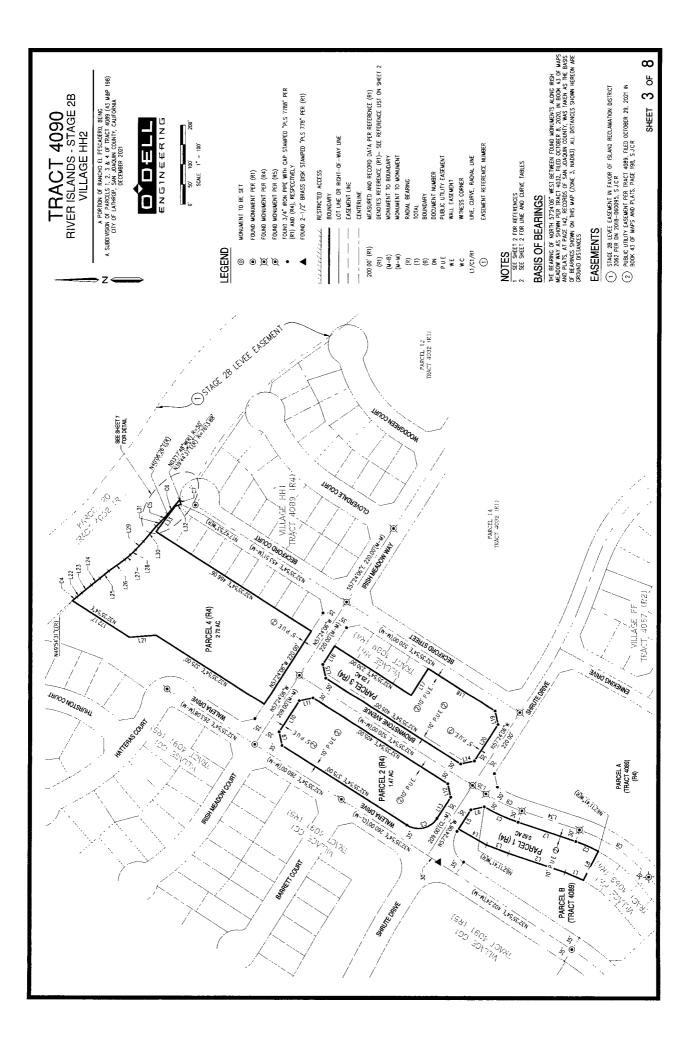
EXHIBIT "A"

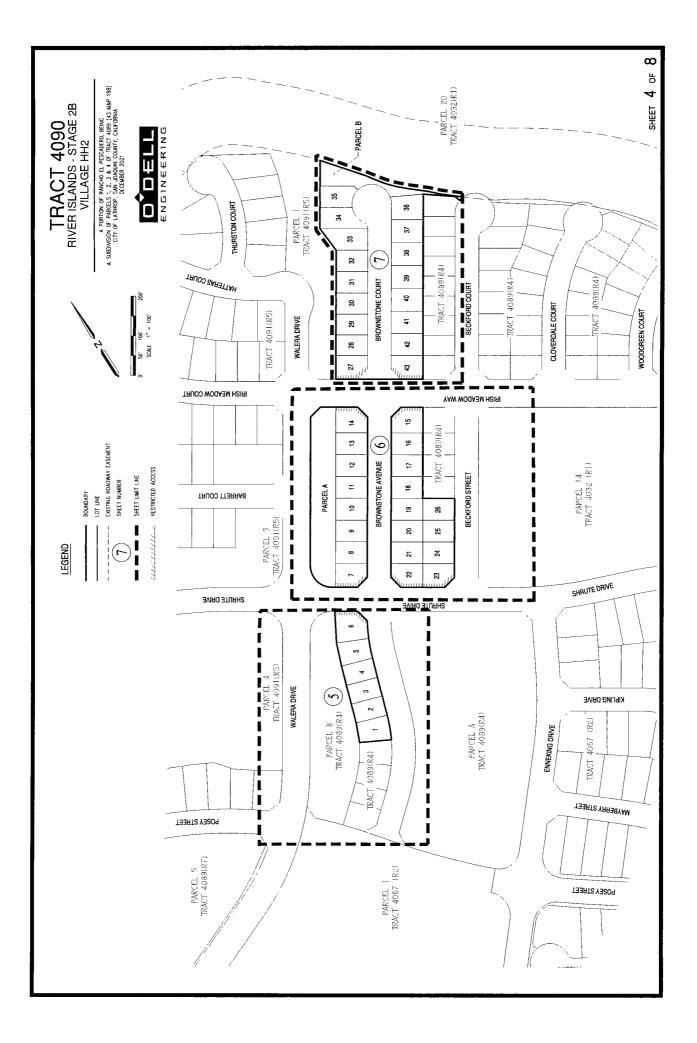
FINAL MAP - TRACT 4090

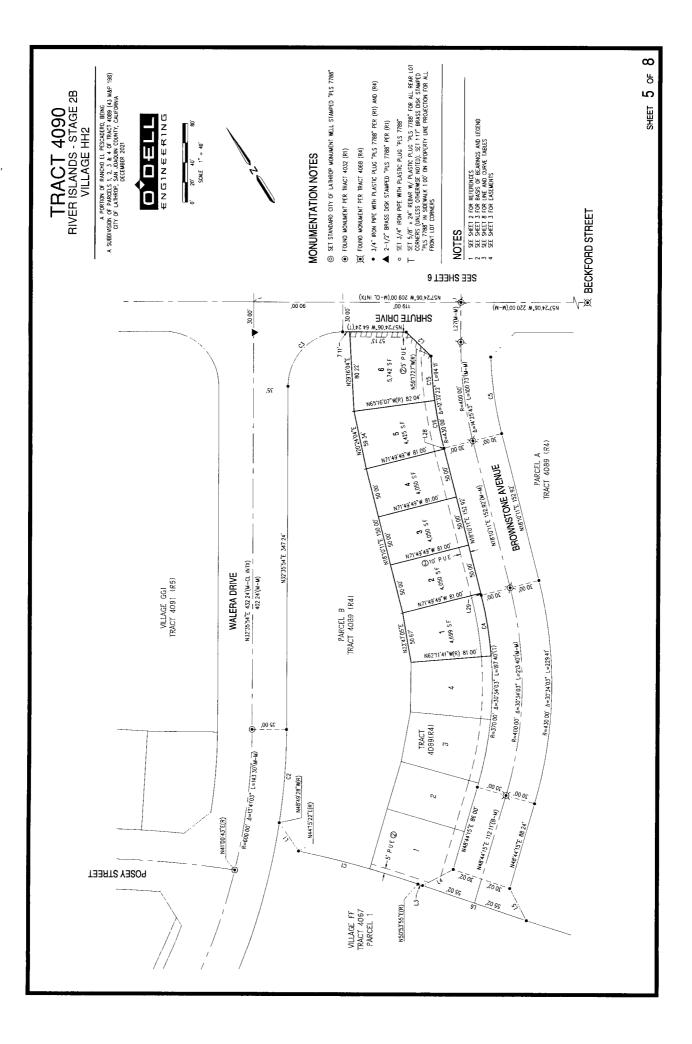
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Document numer 2011- Bases, and as a marcio in document according accurate 36, 2017 45, Document numer 2011- 1-30771 and formera altardid no document accordid anti. 15, 2020 AS DOCUMENT NUMBER 2020-046065, OFICIAL RECORDS OF SAN JANQUN COUNT	ACKNOWI EDGEMENT CERTIFICATE (TRUSTEE)	1. GLING GEHARDI, HEREY STATE THAT I AN THE CITY ENGNEER OF THE CITY OF LATHROP. CALIFORM, AND THAT. THARE, EXAMPLET THE STARE, AND OF THE STARDS-STARE STARE, STARE STARE CALIFORM, SALE OT PART THE SUBMYSIAN SHOW HEREON IS SUBSTAINING. THE SAME AS IT
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ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)	STATE OF CALIFORMA }	DATED THIS DAY OF 202_
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STATE OF CALIFORMA COUNTY OF SAM JOAQUIN)	ITE WITH NOTIVARDI, AN VANDAULGUI, DIA LIAH HEYNEY, IFAT EXALUED THE SANL IN HEYNEY/TERK AUHOROTS GAVATATIONGES, AND THAT BY HEYNER/THER SOAMARCES) ON THE MENTALMEN'T THE PERSON(S), OR THE EMITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT THE PERSON(S), OR	A CONTRACT
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The within increments, and acknow.edded to be that he/she/ther degled the same in mis/her/ther authorized caractifices, and the the herspectione scalar locates of the mestingenent the person(s), do the entity through other of which the person's) acted degled the mestingenent	MITLESS MY HAND	Filed This day of day of all page 202 all the REQUEST of OLD Republic Thile company In Book of Maps and Plats, at Page all the REQUEST of OLD Republic Thile company
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALFORMAT THAT THE FORECOME PARAGRAPH IS TRUE AND CORRECT. WINESS LY HAMP	SIGAATURE NAME (PRINT) PRANCIPAL COUNTY OF BUSINESS UN COMMISSION NAMERS	HEF \$
Statution and a state of the st		SEVEN BESTOLARINE ASSESSION-RECORDER-COUNTY CLERK SAV JOANDIR COUNTY CLERK
PRINCE THE CONTY OF BUSNESS PRINCE/ CONTY OF BUSNESS WY COMMISSION INDER WY COMMISSION EXPRES	EXEMPT FROM FEE FER COVERNMENT CODE 273881, DOOLMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE MPCSTION OF DOOLMENTARY TRANSFER TAX	SHEET 1 OF 8

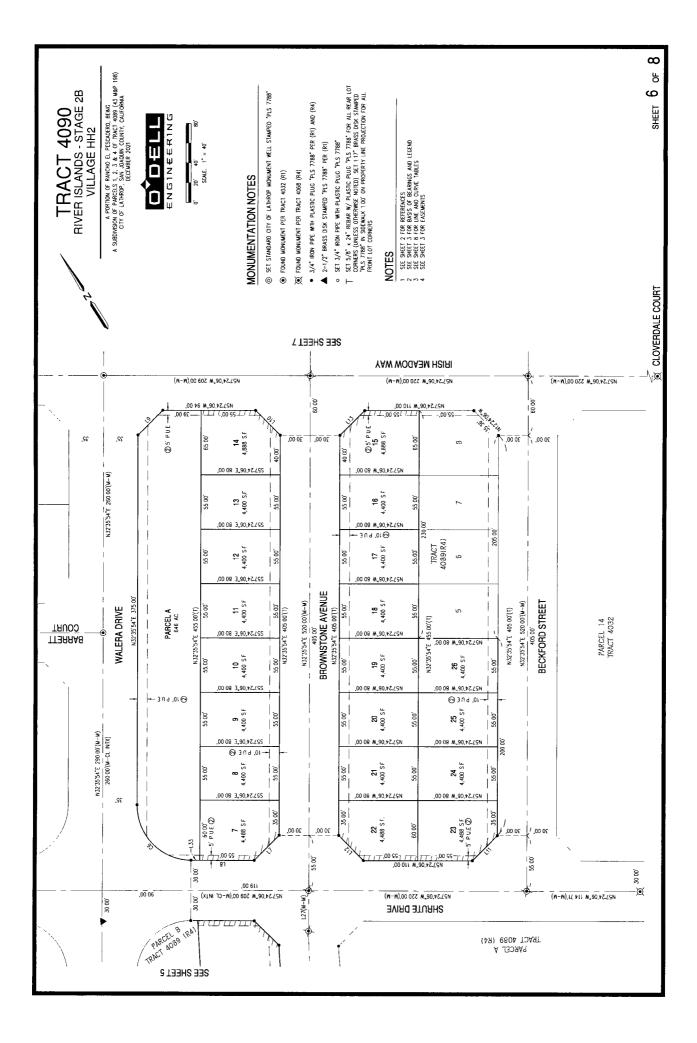
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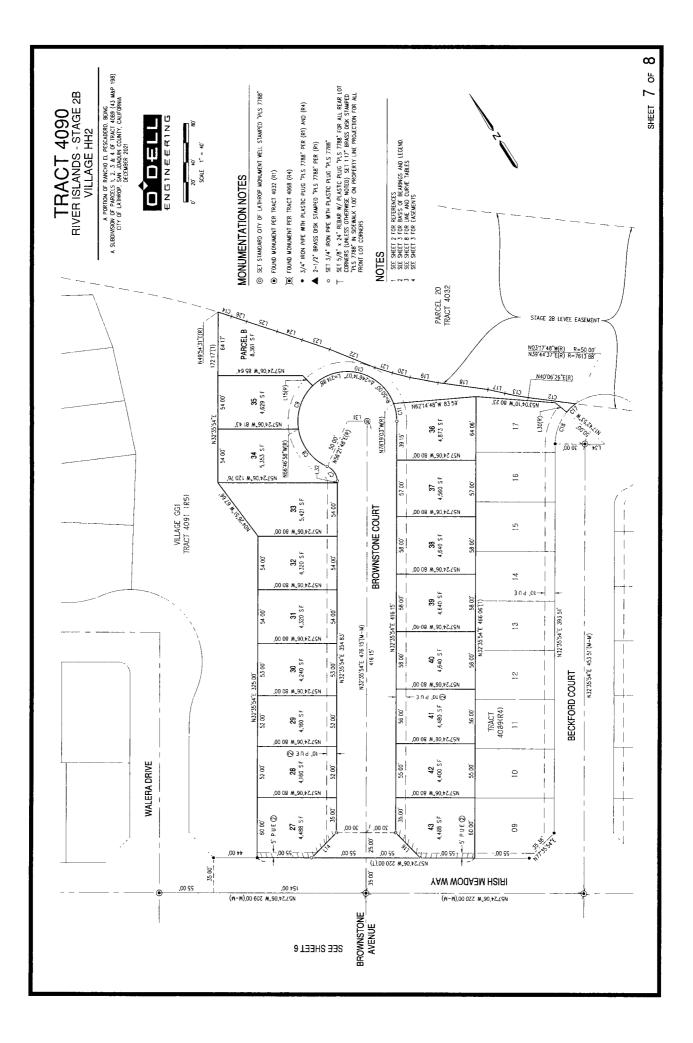
SHEET 2 OF 8











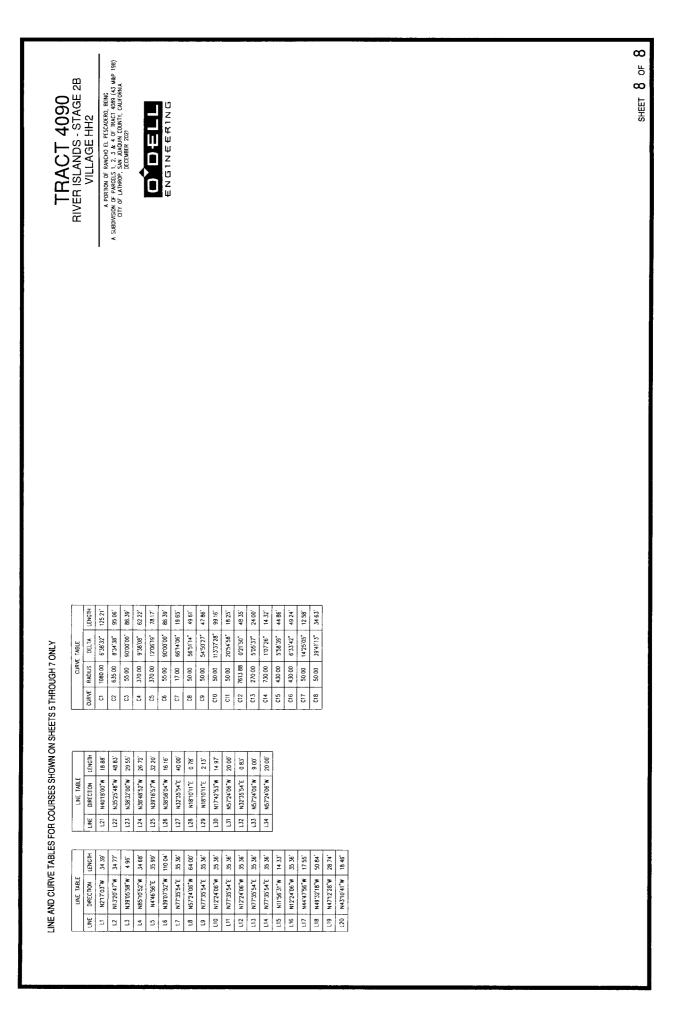


EXHIBIT "B"

TRACT 4090 VILLAGE "HH2" AREA

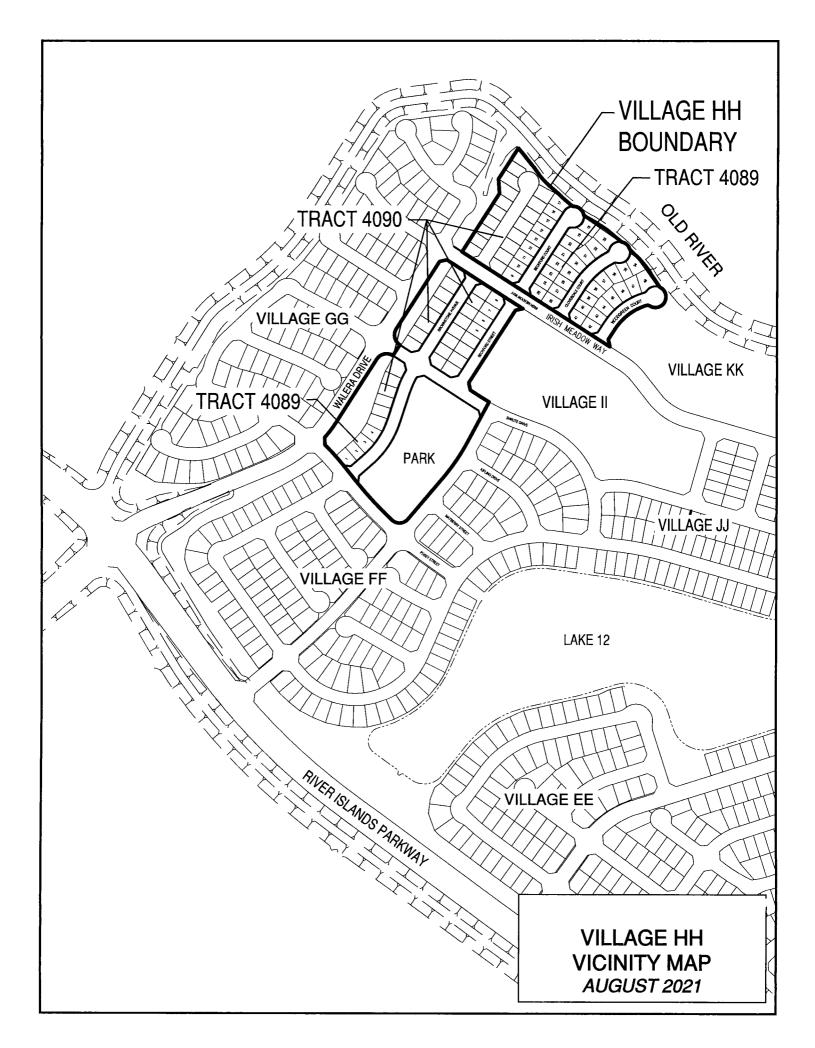


EXHIBIT "C"

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) 11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUT REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	EXTEND OR ALT	ER THE CO	UPON THE CERTIFICATE HO VERAGE AFFORDED BY TH	E POLICIES
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of th this certificate does not confer rights to the certificate holder in lieu of s	e policy, certain p	olicies may		
PRODUCER	CONTACT NAME: Michelle S			
Alliant Insurance Services, Inc. 333 S Hope St Ste 3750	PHONE (A/C, No, Ext):		FAX (A/C, No):	
Los Angeles CA 90071	E-MAIL ADDRESS: Michelle.	Sanchez@all		
	IN	SURER(S) AFFOI	RDING COVERAGE	NAIC #
License#: 0C36861	INSURER A : United S	Specialty Insu	rance Com	12537
RIVEISL-01 River Islands Stage 2B, LLC	INSURER B :			
73 W. Stewart	INSURER C :			
Lathrop CA 95330	INSURER D :			
	INSURER E :			
COVERAGES CERTIFICATE NUMBER: 629381787	INSURER F :	<u> </u>	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA	VE BEEN ISSUED TO			
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT	OR OTHER	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR ADDL SUBR	POLICY EFF	POLICY EXP	LIMITS	
LTR ITPE OF INSURANCE INSD WVD POLICY NUMBER A X COMMERCIAL GENERAL LIABILITY Y ATN2117764P	3/19/2021	(MM/DD/YYYY) 3/19/2022	EACH OCCURRENCE \$ 2,00	0.000
CLAIMS-MADE X OCCUR			DAMAGE TO RENTED PREMISES (Ea occurrence) \$	-,
			MED EXP (Any one person) \$	
			PERSONAL & ADV INJURY \$ 1,00	0,000
GEN'L AGGREGATE LIMIT APPLIES PER			GENERAL AGGREGATE \$ 2,00	0,000
POLICY X PRO- JECT LOC			PRODUCTS - COMP/OP AGG \$2,00	0,000
OTHER			\$	
AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	
ANY AUTO			BODILY INJURY (Per person) \$	
AUTOS ONLY AUTOS HIRED NON-OWNED			BODILY INJURY (Per accident) \$ PROPERTY DAMAGE	
			(Per accident)	
			\$	
EXCESS LIAB CLAWS MADE			EACH OCCURRENCE \$	
			AGGREGATE \$	
DED RETENTION \$ WORKERS COMPENSATION			PER OTH-	
AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE			E L EACH ACCIDENT \$	
OFFICER/MEMBER EXCLUDED?			E L DISEASE - EA EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below			E L DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu Re: FM 4090 HH2	le, may be attached if mor	e space is requir	ed)	
City of Lathrop, its officers, City Council, boards and commissions and members	thereof, its employe	es and agent	ts are included as Additional Insu	ureds as
respects to General Liability. General Liability shall be Primary and Non-Contribu Lathrop, its officers, employees and agents.	utory with any other i	insurance in f	orce for or which may be purcha	sed by City of
	0410511155			
CERTIFICATE HOLDER	CANCELLATION			
I		N DATE THE	ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE Y PROVISIONS.	
City of Lathrop				
390 Towne Centre Drive Lathrop CA 95330	AUTHORIZED REPRESE			
	Valhi	h.t.		
	© 19	88-2015 AC	ORD CORPORATION. All rig	hts reserved.

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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

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:

The insurance afforded to such additional insured only applies to the extent permitted by law; and
 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.

T.

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.

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.

EXHIBIT "D"

UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "HH" – FULL IMPROVEMENT COST



July 16, 2019 Job No.: 25503-51

ENGINEER'S PRELIMINARY COST ESTIMATE VILLAGE HH (91 UNITS) STAGE 2B RIVER ISLANDS CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item **Description** Unit Price Quantity Unit Amount ROADWAY Fine Grading 1 214.000 SF \$ 0.45 \$ 96,300.00 2 3" AC Paving 65.400 SF \$ 1.50 98,100.00 \$ 3 4.5" AC Paving 42,200 SF \$ 2.25 \$ 94,950.00 7" Aggregate Base 4 65,400 SF \$ 1.05 \$ 68,670.00 5 8" Aggregate Base 42,200 SF \$ 1.20 \$ 50,640.00 6 Vertical Curb and Gutter (with AB cushion) 1.100 LF \$ 15.00 \$ 16,500.00 7 Rolled Curb and Gutter (with AB cushion) 5,600 LF \$ 15.00 \$ 84,000.00 8 Concrete Sidewalk 30,000 SF \$ 5.00 \$ 150,000.00 9 Driveway Approach \$ EA 91 600.00 \$ 54,600.00 10 Survey Monuments ΕA 9 \$ 300.00 \$ 2,700.00 11 Traffic Signing & Striping 3,100 LF \$ 5.00 \$ 15,500.00 12 Dewatering (budget) 3,100 LF 232,500.00 \$ 75.00 \$ Subtotal Roadway \$ 964,460.00 STORM DRAIN 15" Storm Drain Pipe 500 13 LF \$ 34.00 \$ 17,000.00 14 18" Storm Drain Pipe 450 LF \$ 46.00 \$ 20.700.00 15 42" Storm Drain Pipe 430 LF \$ 120.00 \$ 51,600.00 16 Catch Basins (type A inlet) 6 ËΑ \$ 2,400.00 \$ 14.400.00 17 Catch Basins (type A inlet over type I manhole base) 7 EΑ \$ 2,800.00 \$ 19,600.00 18 Catch Basins (type A inlet over type II manhole base) 1 EΑ \$ 5,000.00 \$ 5,000.00 19 Connect to Existing 8 ΕA \$ 1,700.00 \$ 13,600.00 Subtotal Storm Drain \$ 141,900.00 SANITARY SEWER LF 20 8" Sanitary Sewer Pipe 3,100 \$ 28.00 \$ 86,800.00 21 Manholes 13 ËΑ \$ 4,000.00 \$ 52,000.00 22 Sewer Service 92 ΕA \$ 600.00 \$ 55,200.00 23 Sewer Stub & Plug EA 2 \$ 1,000.00 \$ 2,000.00 24 Connect to Existing 10 EA \$ 3,000.00 \$ 30,000.00 Subtotal Sanitary Sewer \$ 226,000.00

					ENGINEERIN
ltem	Description	Quantity	Unit	Unit Price	 Amount
	WATER SUPPLY				
25	8" Water Line <i>(including all appurtenances)</i>	3,300	LF	\$ 32.00	\$ 105,600.00
26	8" GV	, 11	EA	\$ 	\$ 17,050.00
27	Blow-Off	5	EA	\$ 4,000.00	\$ 20,000.00
28	ARV	6	EA	\$ 2,500.00	\$ 15,000.00
29	Fire Hydrants	8	EA	\$ 4,000.00	\$ 32,000.00
30	1-1/2" Water Service	91	EA	\$ 2,000.00	\$ 182,000.00
31	2" Water Service	1	EA	\$ 2,000.00	\$ 2,000.00
32	Water Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
33	Connect to Existing	10	EA	\$ 4,000.00	\$ 40,000.00
	Subtotal Pc	otable Water			\$ 415,650.00
TOTAL CONSTRUCTION COST (nearest \$1,000)				\$ 1,749,000.00	
				COST PER LOT	\$ 19,220.00

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, eroision control, landscaping, irrigation, or street trees.



August 11, 2021

Job No.: 25503-51

ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - Stage 2B VILLAGE HH (91 LOTS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price	Amount
1	Sanitary Sewer Raising Iron & Setting SSCO boxes (0% Completion)	1	LS	\$	42,600.00	\$ 42,600.00
2	Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$	46,300.00	\$ 46,300.00
3	Joint Trench (60% Completion)	1	LS	\$	91,000.00	\$ 91,000.00
4	Striping & Mounments (0% Completion)	1	LS	\$	12,000.00	\$ 12,000.00
		TOTAL	соѕт	тс	COMPLETE	\$ 191,900.00

Notes:

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



1009	er Islands Parkway - Village HH - Phas % Submittal I DESCRIPTION		QUANT.	UNIT COST	Lathrop, CA 4/15/202 AMOUNT
		UNIT	QUANT.	UNIT COST	AWOUNT
Α.	Site Preparation				
1	Site Grading (Fine)	SF	130,695	\$0.50	\$65,347.50
В.	Flatwork / Surfacing / Walls	5	SUB-TOTAL		\$65,347.50
ב. 1	12" Concrete Mow Curb	LF	30	\$12.00	\$360.00
2	4"-6" Cobble	SF	95	\$2.20	\$209.00
2	Aluminum Edging	LF	35	\$10.00	\$350.00
4	Cobble set in Concrete	SF	387	\$10.00	\$3,870.00
5	Boulders	EA	43	\$150.00	\$6,450.00
6	Wood Perimeter Fence	LF	1,874	\$32.00	\$59,968.00
7	Open Space Rail Fence	LF	1,414	\$32.00	\$45,248.00
8	Open Space Rail Fence Pilaster	EA	107	\$1,000.00	\$107,000.00
9	Open Space Rail Fence Pilaster with Light	EA	21	\$2,000.00	\$42,000.00
10	Open Space Rail Fence Footing	EA	91	\$500.00	\$45,500.00
		S	UB-TOTAL		\$310,955.00
).	Features				· · ·
1	Removable Bollard	EA	3	\$2,000.00	\$6,000.00
).	Planting	S	UB-TOTAL		\$6,000.00
<u>,</u> 1	1 Gallon Shrubs	EA	2,148	\$8.25	¢17 704 00
2	5 Gallon Shrubs	EA EA	2,140	\$6.25 \$18.00	\$17,721.00 \$51,318.00
2	15 Gallon Trees	EA	2,851 140	\$120.00	\$16,800.00
4	Hydroseed - Wildflower Mix	SF	37,856	\$120.00	
4 5	Hydroseed - Bio-Filtration Mix	SF	37,850 19,800	\$0.35 \$0.35	\$13,249.60
6	Soil Conditioning & Amendments	SF	130,695	\$0.35 \$0.30	\$6,930.00 \$30.208.50
7	Bark	SF	52,098	\$0.30 \$0.25	\$39,208.50 \$13,024.50
8	Root Barrier	LF	1,708	\$9.00	\$15,372.00
		S	UB-TOTAL		\$173,623.60
	Irrigation Controls & Distribution				· · ·
1	6" Pop-Up Spray Nozzle	EA	265		
2	12" Pop-Up Rotor	EA	195		
3	Tree RWS System	EA	280		
4	Pipe Transition Points	EA	37		
5	Flush Cap and Valve Box	EA	74		
6	Operation Indicator	EA	74		
7	18" o.c. In-line Drip Tubing Irrigation System	LN	27,651		
8	1" Valves/Filter, Boxes & Decoders	EA	24		
9	1" Valves, Boxes & Decoders	EA	75		
10	3/4" Quick Couplers	EA	24		
	-				

12 Sch 40 Ball Valve	EA 3	7	
13 3/4" Lateral Line	LF 8,9	906	
14 1" Lateral Line	LF 1,4	84	
15 1 1/4" Lateral Line	LF 2,9	969	
16 1 1/2" Lateral Line	LF 1,4	84	
17 Drip Header	LF 20	02	
18 3" Mainline	LF 3,0)55	
19 Pipe Sleeve	LF 53	36	
20 1" Conduit for Control Wires	LF 3,5	51	
21 Irrigation Sub-Total	SF 130	,695 \$2.02	\$264,003.90
	SUB-T	OTAL	\$264,003.90

TOTAL \$819,930.00

10% Contingency \$81,993.00

Construction Total \$901,923.00

NOTES:

1.____

Items not included as a part of this estimate:

- A. Permits
- B. Utility Fees
- C. City fees, bond fees
- D. Engineering/design fees
- E. Soils engineering cost

- F. Erosion control & siltation cost, SWPPP
- G. Landscaping Fees H. Joint trench
- I. Easement acquisitions
- J. Power Pole Relocation

2.

This estimate is for bonding purposes only and not to be used for bidding purposes.

January 10, 2022

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 4090; Escrow No. 1214022363

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. <u>Date for Closings</u>

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 June 30, 2022, 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 December 31, 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 4090, executed and acknowledged by the City (provided to title by City).

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

C. <u>Funds and Settlement Statement</u>

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 **\$17,947.90**, 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 **5.393** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. <u>Closing Requirements</u>

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 (<u>sdellosso@riverslands.com</u>); (b) Debbie Belmar (<u>dbelmar@riverislands.com</u>); (c) Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>); (d) Salvador Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Glenn Gebhardt (<u>ggebhardt@ci.lathrop.ca.us</u>), (f) Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), 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. <u>Closing Process and Priorities</u>

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;

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 (<u>sdellosso@riverslands.com</u>), Debbie Belmar (<u>dbelmar@riverislands.com</u>), Glenn Gebhardt (<u>ggebhardt@ci.lathrop.ca.us</u>), Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>), Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@sjgov.org</u>) 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.

Date

Very truly yours,

Stephen J. Salvatore City Manager City of Lathrop Susan Dell'Osso Date President River Islands Stage 2B, LLC

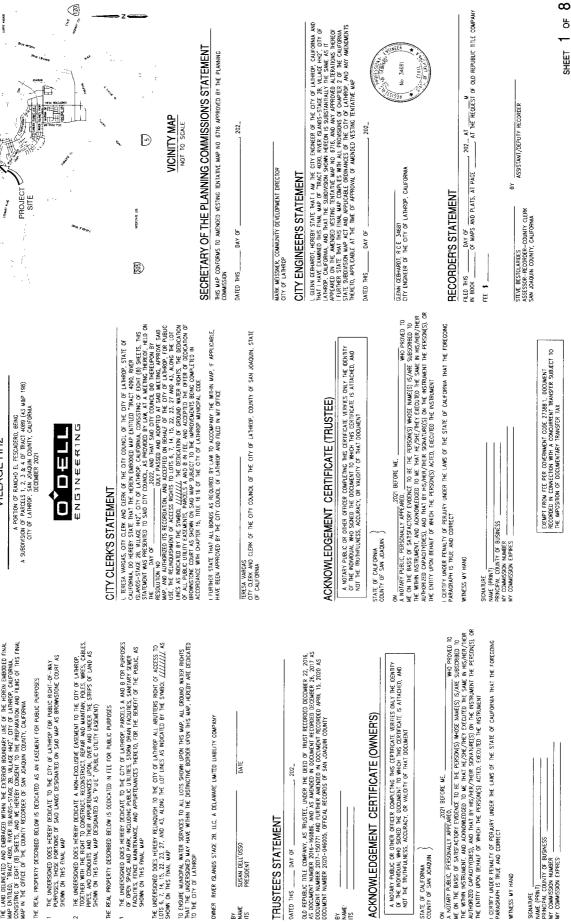
ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

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: _			

No 346B1 202



OWNER'S STATEMENT

RIVER ISLANDS - STAGE 2B

VILLAGE HH2

TRACT 4090

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

The undersigned does hereby dedicate to the City of latherep. Parcels a and 8 for puppless of open space and park, including pubble utilities, storm and recultes, sumtary sewer facuties, fance maintenance, and appletenances thereto, for the energy, as shown on this final, may .-

OWNER RIVER ISLANDS STAGE 28, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUSAN DELL'OSSO PRESIDENT BY NAME ITS

TRUSTEE'S STATEMENT

BY NAME: ITS

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CEPTRICATE VERIELS ONLY THE DENTITY OF THE INVIDUAL MOST SIGNED THE ODOLUMETT OF MICHT THAT TO SCREPTICATE IS ATTACHED. AND NOT THE TRUTHFULUESS, ACCURACY, OR VALUPTY OF THAT TO COMPART

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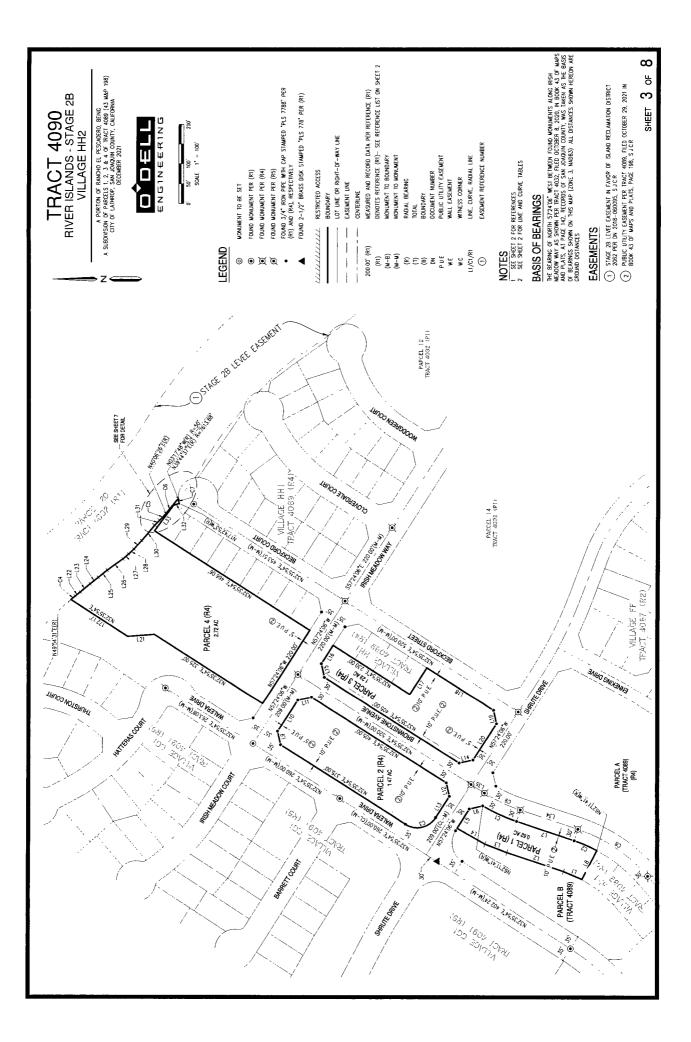
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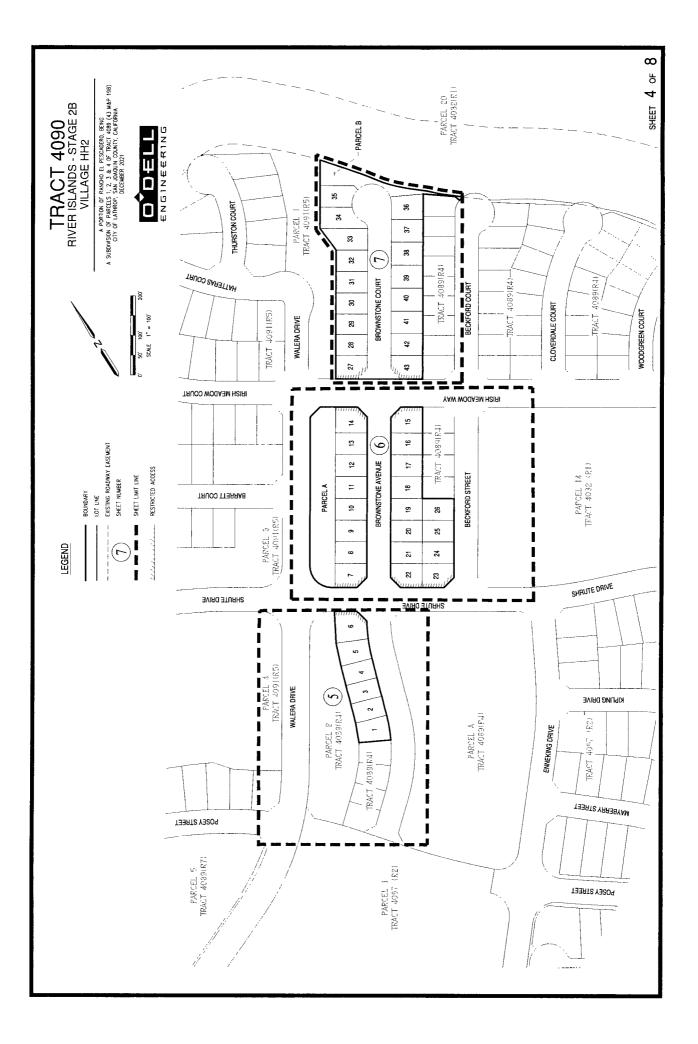
ATTACHMENT E

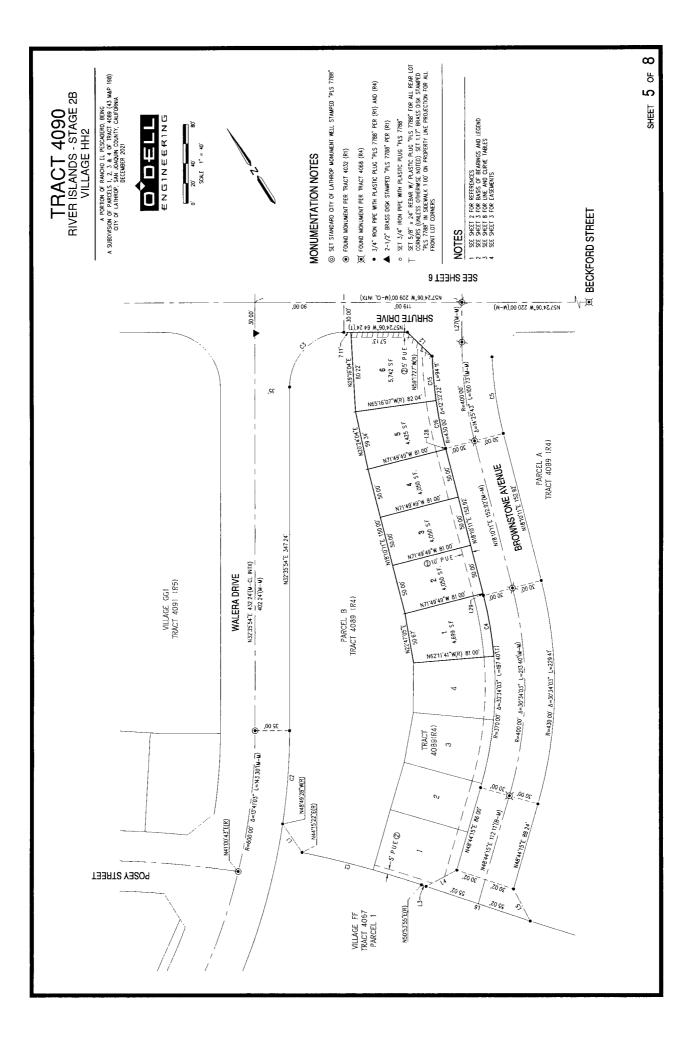
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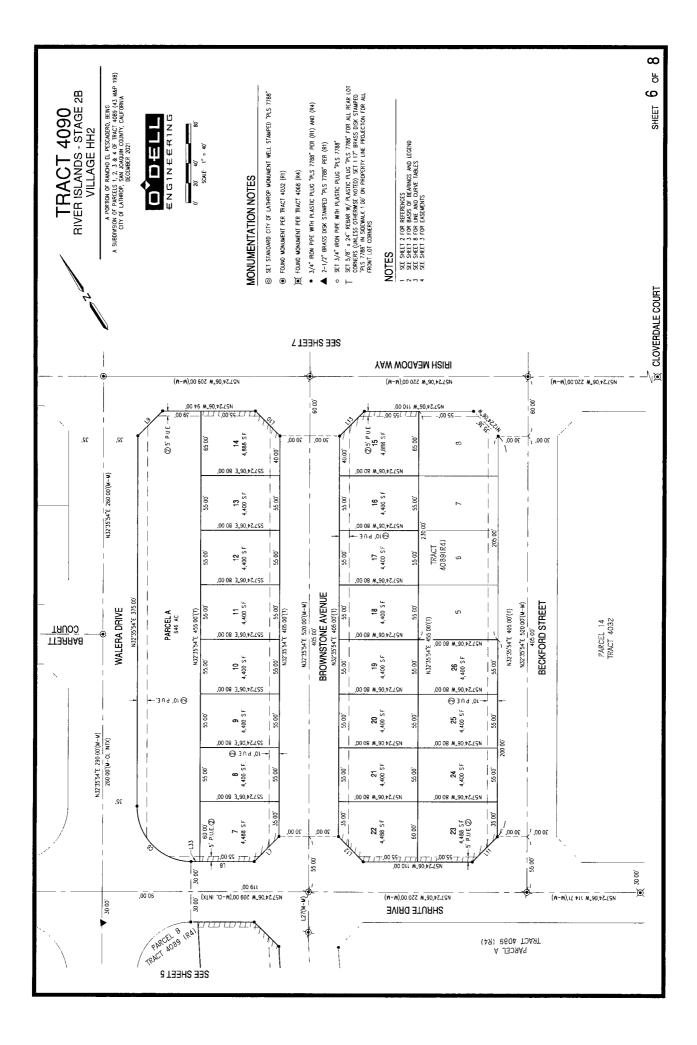
 REFERENCES (*) TAKET 4022. RIVER TRANKS-57AGE 28. LARGE LOT FINAL MAP. FIED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PARS, FAGE 1422. STORE (4) MAP 143) (*) TAKET 4022. RIVER TRANKS-57AGE 28. LARGE LOT FINAL MAP. FIED OCTOBER 8, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 155, 54.06 (1) MAP 153) (*) TAKET 4022. RIVER TRANKS-57AGE 28. VILLAGE JUT, FIED MARCH 18, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 155, 54.06 (1) MAP 153) (*) TAKET 4022. RIVER TRANKS-57AGE 28. VILLAGE JUT, FIED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 155, 54.06 (1) MAP 159) (*) TAKET 4039. RIVER TRANKS-57AGE 28. VILLAGE JUT, FIED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 195, 54.06 (1) MAP 159) (*) TAKET 4039. RIVER TRANKS-57AGE 28. VILLAGE JUT, FIED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 195, 54.06 (1) MAP 159) (*) TAKET 4039. RIVER TRANKS-57AGE 28. VILLAGE C01, FIED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 195, 54.06 (1) MAP 159) (*) TAKET 4039. RIVER TRANKS-57AGE 29. VILLAGE C01, FIED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 195, 54.06 (1) MAPPT 190) (*) TAKET 4039. RIVER TRANKS-57AGE 29. VILLAGE 201, FIED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 199, 54.06 (1) MAPPT 190) (*) TAKET 4000 FIEL 780 DOCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS. PAGE 900 ALTERT 7000 FIEL 780 DOCTOBER 2000 DOL FIEL 7000 FIEL 7000 FIEL 7000 FIEL 7000 FIEL 7000 FIEL 7000 FIEL 700000 FIEL 700000 FIEL 700000 FIEL 700000 FIEL 7000000 FIEL 7000000 FIEL 7000000 FIEL 7000000 FIEL 70000000 FIEL 7000000 FIEL 700000 FIEL 7000000 FIEL 7000000 FIEL 7000000 FIEL 7000000000000000000000000000000000000	Amoust Currer. Filet. Autous Cirt.in Linkerhit 37000 91200° 65.27 3500 17222° 4411 73000 92300° 65.27 7300 17226° 14.27 7300 17250° 4.35 90.00 14.32° 2.00° 1738 02750° 12.36° 90.00 14.35° 13.40° 4000 14.35° 10.73°
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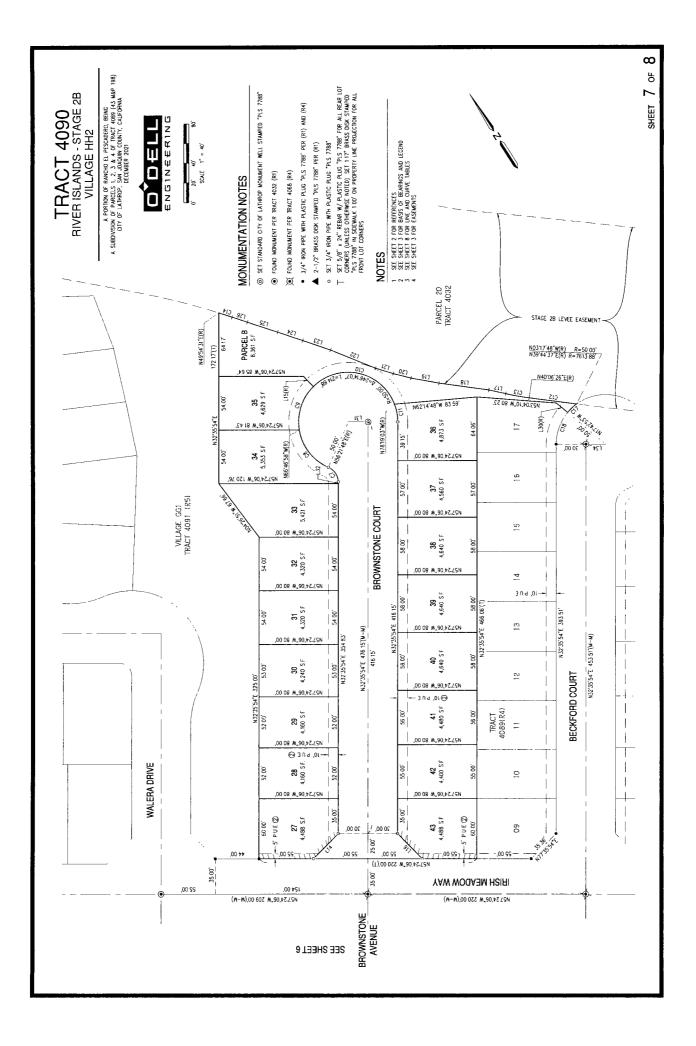
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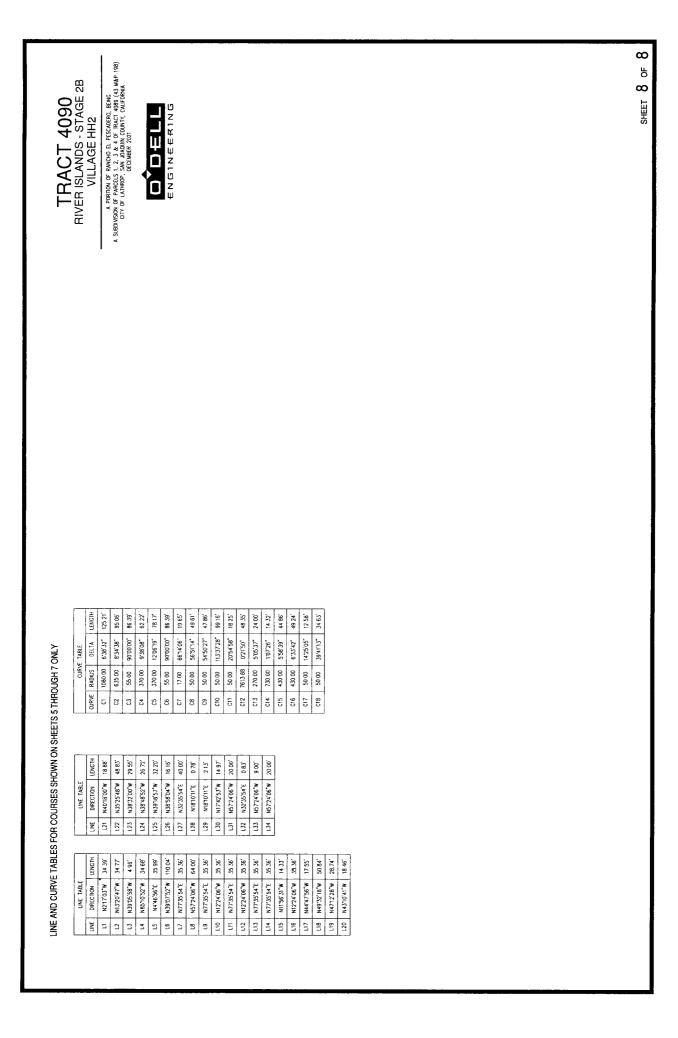












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