

ITEM 4.9

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

ITEM: APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE "GG2" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4092 Village "GG2" within the Old River District, Totaling 62 Single Family Lots, a Common Use Agreement, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC

SUMMARY:

The proposed Final Map for Tract 4092 will be the second and final tract map within the Village "GG" area. Pulte Homes is proposing sixty-two (62) 55' x 100' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4092, Village "GG2", a Common Use Agreement with Island Reclamation District No. 2062 for portions of Abernathy Court and Cabot Avenue, 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 4092 is within the geographic boundaries of VTM 6716 and Stage 2B.

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

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

CITY MANAGER’S REPORT **PAGE 2**
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE “GG2”
WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$221,440
Performance Bond of Total Improvements (Bond No. 0799657):	\$664,852
Labor & Materials Bond 50 % of Performance Bond (Bond No. 0799657)	\$332,426

The SIA for Tract 4092 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 4092, 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 “GG” was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4091 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.

There is also a need for a Common Use Agreement (CUA) between the City and Reclamation District No. 2062 (RD 2062) as a portions of Abernathy Court and Cabot Avenue and Public Utility Easement dedicated to the City by River Islands Stage 2B, LLC share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Attachment “F”, sets forth the terms and conditions to which RD 2062 can install, operate and maintain its facilities, which protects the City’s street and other utilities that are located in Abernathy Court and Cabot Avenue.

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:

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 4091	Completed

CITY MANAGER’S REPORT
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE “GG2”
WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4091	Completed
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Village GG - Annexation No. 24 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Annexed with Tract 4091 on 9/13/2021
15.	Common Use Agreement with Island Reclamation District No. 2062, including Offer of Dedication of Public Utility Easement	Approval pending with this item
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

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.

CITY MANAGER'S REPORT **PAGE 4**
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE "GG2"
WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

ATTACHMENTS:


- A. Resolution Approving Final Map for Tract 4092 Village "GG2" within the Old River District, Totaling 62 Single Family Lots, a Common Use Agreement, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "GG2"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4092, Village "GG2"
- D. Escrow Instructions for Final Map Tract 4092 Village "GG2"
- E. Final Map – Tract 4092 Village "GG2"
- F. Common Use Agreement with Islands Reclamation District No. 2062 for a portion of Abernathy Court and Cabot Avenue, and associated;
 - Offer of Dedication of Public Utility Easement

CITY MANAGER'S REPORT
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE "GG2"
WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS



Glenn Gebhardt
City Engineer

12/14/21
Date




Michael King
Public Works Director

1/3/2022
Date



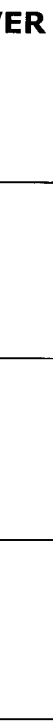
Cari James
Finance Director

1/3/2022
Date



Salvador Navarrete
City Attorney

12/21/2021
Date



Stephen J. Salvatore
City Manager

1.5.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4092 VILLAGE "GG2" WITHIN THE OLD RIVER DISTRICT, TOTALING 62 SINGLE FAMILY LOTS, A COMMON USE AGREEMENT, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 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 4092 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 4092 were provided with the approved SIA for Tract 4091 executed with River Islands Stage 2B, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4092. Tracts 4091 and 4092 are collectively known as Village "GG"; and

WHEREAS, performance and labor & material securities were provided with the SIA for Tract 4091 that guarantee the unfinished improvements for Village "GG", including both Tract 4091 and 4092, in the amount as follows; and

Unfinished Improvement Total:	\$221,440
Performance Bond of Total Improvements (Bond No. 0799657)	\$664,852
Labor & Materials Bond 50 % of Performance Bond (Bond No. 0799657)	\$332,426

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

WHEREAS, there is a need for a Common Use Agreement (CUA) between the City and Reclamation District No. 2062 (RD 2062) as a portions of Abernathy Court and Cabot Avenue and Public Utility Easement dedicated to the City by River Islands Stage 2B, LLC share an area with the easements recorded in favor of RD 2062 for the levee system included as Exhibit "I" to Attachment "F"; and

WHEREAS, Village "GG" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4091 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 approves and accepts the following actions:

1. The Final Map for Tract 4092 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.
3. The City Manager, or their designee, is authorized to execute a Common Use Agreement with Islands Reclamation District No. 2062 and Acceptance of Offer of Dedication for Public Utility Easements from River Islands Stage 2B, LLC, in substantially the form as attached to the City Manager's Report as Attachment "F", and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.

The foregoing resolution was passed and adopted this 10th day of January 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

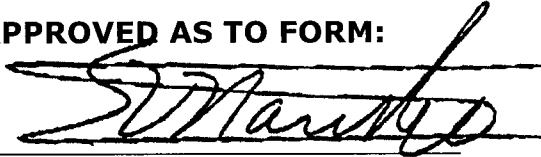
ABSTAIN:

ABSENT:

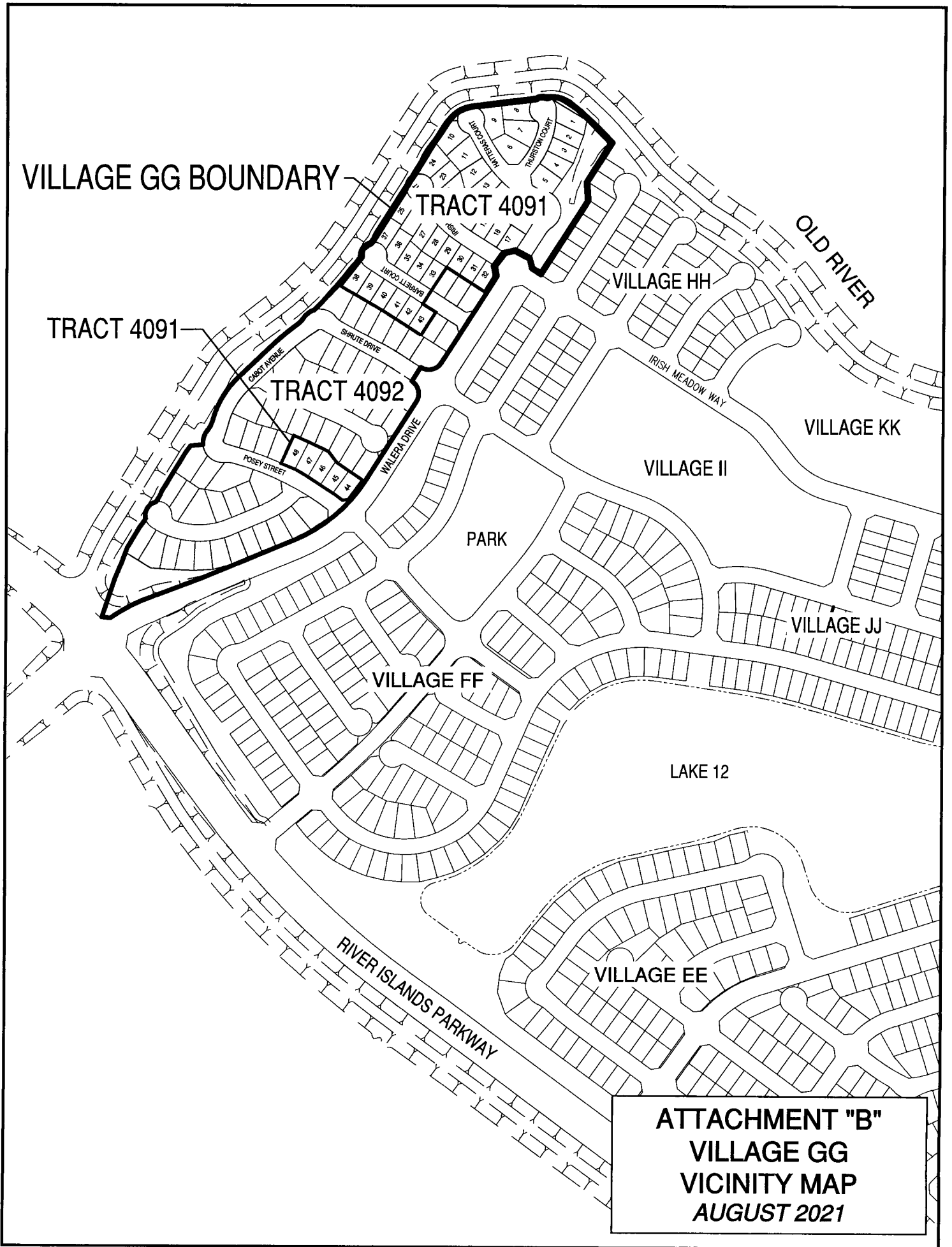
Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney



VILLAGE GG BOUNDARY

TRACT 4091

TRACT 4091

TRACT 4092

VILLAGE HH

OLD RIVER

VILLAGE KK

VILLAGE II

PARK

VILLAGE JJ

VILLAGE FF

LAKE 12

VILLAGE EE

RIVER ISLANDS PARKWAY

ATTACHMENT "B"
VILLAGE GG
VICINITY MAP
AUGUST 2021

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

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

FOR TRACT 4092 VILLAGE "GG2" 62 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 4092. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4092 (Village "GG2") 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 4091 that guarantee the unfinished improvements for Village "GG", which includes Tract 4092, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4092.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4092 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 4092 and Village "GG" overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4092 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 4092 that is conveyed to a private interest not associated with the transfer of title of Tract 4092 associated with the filing of Tract 4092 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4092, 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 \$332,426 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 4092 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4091 that guarantee the unfinished improvements for Village "GG", which includes Tract 4092, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4092. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Table 1 – Bond Values

Unfinished Improvement Total:	\$221,440
Performance Bond of Total Improvements (Bond No. 0799657):	\$664,852
Labor & Materials Bond 50 % of Performance Bond (Bond No. 0799657)	\$332,426

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 4092.

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 4092

EXHIBIT B TRACT 4092 AND VILLAGE "GG2" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of January 2022, at Lathrop, California.

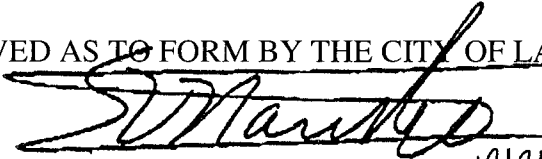
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  _____
Salvador Navarrete Date 12/21/2021
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)

Tract 4092 Village "GG2"

Page | 8

SUBDIVIDER

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

BY: _____
Susan Dell'Osso
President

EXHIBIT "A"

FINAL MAP - TRACT 4092

TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO CL PESCADERO, BEING A SUBDIVISION OF PARCELS 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 SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021.

DARRYL A. ALEXANDER, PLS NO 5071
ACING CITY SURVEYOR



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC. ON MAY 7, 2021, I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TESTING/TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021.

OLYAN GRANFORD, PLS NO 7788



RECITALS

- RIGHT TO FARM STATEMENT
GENERAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.04.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTICED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLANTING, HARVESTING, AND STORAGE OF CROPS, PRODUCTION OF CROPS AND ANIMALS FROM OPERATIONS, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, NOISE, OR PESTS. YOU SHOULD BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," DATED JULY 29, 2020, AND A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," DATED JULY 29, 2020, HAS BEEN PREPARED FOR THIS PROJECT BY ENGINEER/GEOTECHNICAL CONSULTANT, INC. (E/GC). THE REPORTS INDICATE THAT THE SOILS IN TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2, CONTAINS 62 RESIDENTIAL LOTS AND 34 LETTERED PARCELS CONTAINING 11.75 ACRES, MORE OR LESS INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4092 AREA SUMMARY	
LOTS 1 THROUGH 62	9.983 AC
STREET DEDICATIONS	1.725 AC
PARCELS A THROUGH C	0.038 AC
TOTAL	11.75 AC

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214022362-LR, DATED OCTOBER 22, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.
- SUBJECT TO A QUILCLAIM DEED RECORDED OCTOBER 8, 2020 AS DOCUMENT NUMBER 2020-154309, SAN JOAQUIN COUNTY RECORDS FOR PORTIONS OF COHEN ROAD AND PARADISE ROAD.

REFERENCES

- TRACT 4092, 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 M&P 142)
- TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R. (43 M&P 197)
- 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 M&P 163)

SIGNATURE OMISSIONS

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

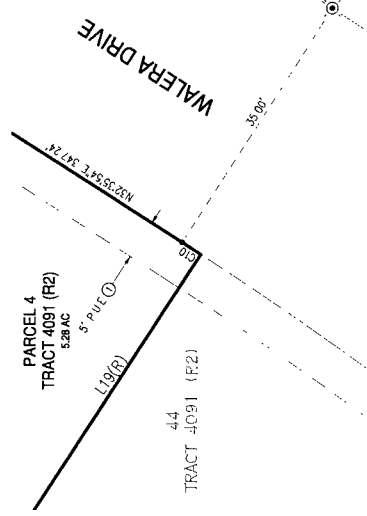
- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 200-01046177, S.J.C.R.
- LIYEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2019-0600095, S.J.C.R.
- MAGIC MOUNTAIN RESERVATION IN FAVOR OF THE CITY OF LATHROP PER TRACT 4091, FILED OCTOBER 29, 2021 IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R.

CERTIFICATE OF DEDICATION

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

- PARCELS A THROUGH C, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.

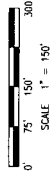
THE CITY OF LATHROP SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES THE DEDICATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.



PARCEL 4 DETAIL (FROM SHEET 3)
NOT TO SCALE

TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO CL. PESQUERO, BEING
A SUBDIVISION OF MAP 43, SAN JOAQUIN COUNTY, CALIFORNIA
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
DECEMBER 2021



LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R2)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 778" PER (R1)

- RESTRICTED ACCESS
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 200.00' (R1)
- (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (CL INTX-M) CENTERLINE INTERSECTION TO MONUMENT
- (R) RADIAL BEARING
- (1) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WALL EASEMENT
- W.C. WITNESS CORNER
- LI/CI/R1 LINE, CORNER, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER

NOTES

1. SEE SHEET 2 FOR REFERENCES

BASIS OF BEARINGS

THE BEARINGS OF NORTH 37°55'54" EAST BETWEEN FOUND MONUMENTS ALONG WALERA DRIVE AS SHOWN ON TRACT 4032 FILED OCTOBER 8, 2020 IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

EASEMENTS

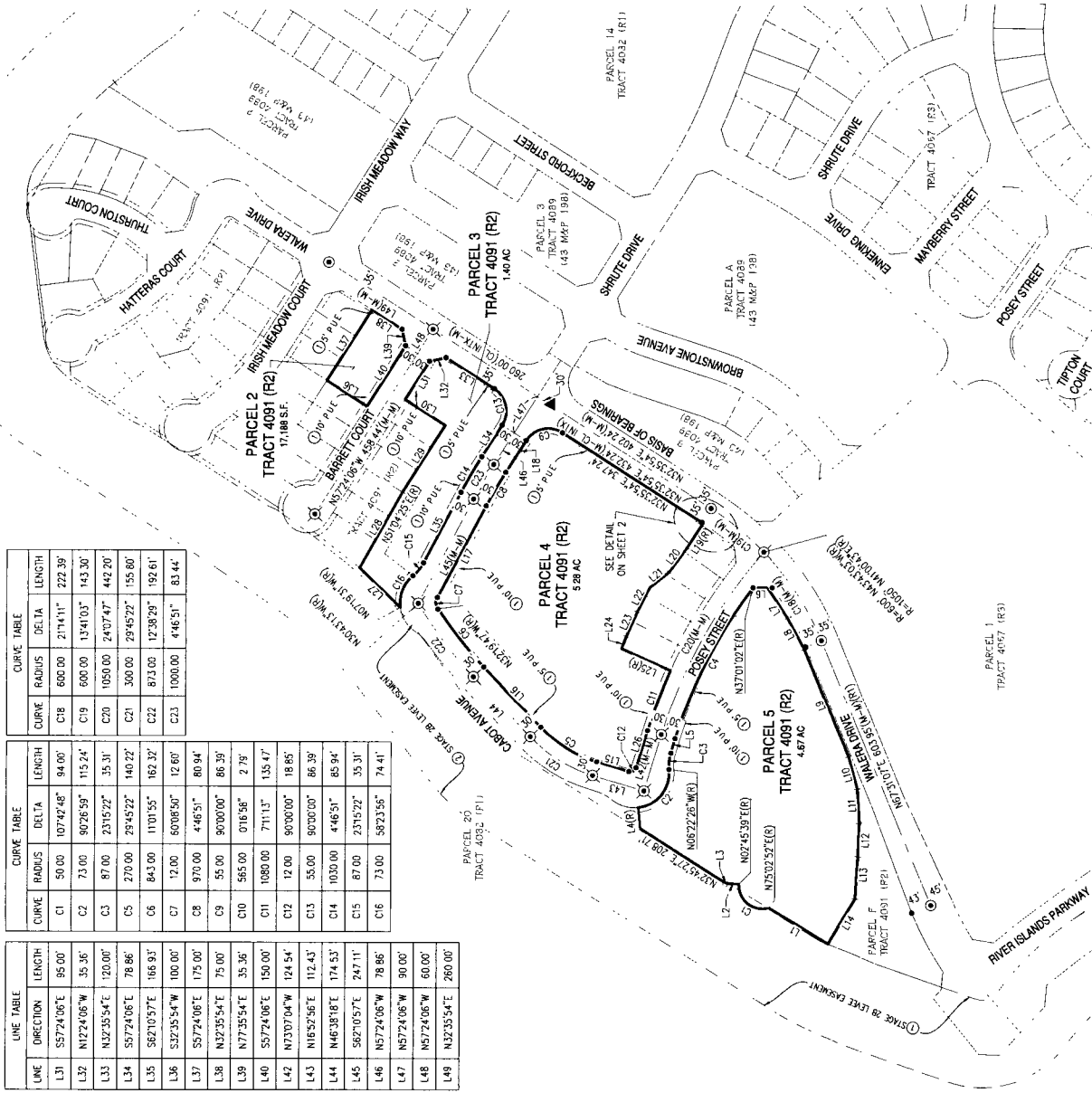
- ① PUBLIC UTILITY EASEMENT PER TRACT 4091, FILED OCTOBER 29, 2021 IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R.
- ② STAGE 2B LEVÉE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DN 2019-060095, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA
L1	N30°59'13"E	144.16'	C1	50.00'	107°42'48"
L2	S2°45'39"W	23.35'	C2	73.00'	90°26'59"
L3	S22°26'23"W	8.51'	C3	97.00'	23°15'22"
L4	N84°04'33"E	43.55'	C4	270.00'	29°45'22"
L5	N73°07'04"W	31.37'	C5	843.00'	11°01'55"
L6	N0°01'43"E	30.36'	C6	12.00'	60°08'50"
L7	S57°24'08"E	76.29'	C7	970.00'	4°46'51"
L8	N61°43'29"E	73.46'	C8	55.00'	90°00'00"
L9	N67°31'07"E	244.26'	C9	565.00'	01°16'58"
L10	N74°43'06"E	71.90'	C10	1088.00'	7°11'13"
L11	S66°28'28"W	71.38'	C11	12.00'	90°00'00"
L12	N67°37'13"W	71.25'	C12	35.00'	90°00'00"
L13	N65°24'42"W	89.05'	C13	1030.00'	4°46'51"
L14	N59°00'47"W	110.00'	C14	67.00'	23°15'22"
L15	N165°26'E	70.43'	C15	73.00'	58°23'56"
L16	N46°38'18"E	174.53'	C16		
L17	S67°10'57"E	223.19'			
L18	S57°24'08"E	78.86'			
L19	S57°07'08"E	61.10'			
L20	N64°00'30"W	63.13'			
L21	N38°49'32"W	51.93'			
L22	N63°05'46"W	57.43'			
L23	N66°09'46"W	57.00'			
L24	N67°44'57"W	26.12'			
L25	N24°04'09"E	112.55'			
L26	N73°07'04"W	82.54'			
L27	S44°02'44"W	119.22'			
L28	N60°28'16"W	181.45'			
L29	S57°24'06"E	166.00'			
L30	N32°35'54"E	100.00'			

CURVE TABLE		
CURVE	RADIUS	DELTA
C18	600.00'	217°14'11"
C19	600.00'	134°10'3"
C20	1050.00'	24°07'47"
C21	300.00'	29°45'22"
C22	871.00'	12°38'29"
C23	1000.00'	4°46'51"

CURVE TABLE		
CURVE	RADIUS	DELTA
C1	50.00'	107°42'48"
C2	73.00'	90°26'59"
C3	97.00'	23°15'22"
C4	270.00'	29°45'22"
C5	843.00'	11°01'55"
C6	12.00'	60°08'50"
C7	970.00'	4°46'51"
C8	55.00'	90°00'00"
C9	565.00'	01°16'58"
C10	1088.00'	7°11'13"
C11	12.00'	90°00'00"
C12	35.00'	90°00'00"
C13	1030.00'	4°46'51"
C14	67.00'	23°15'22"
C15	73.00'	58°23'56"
C16		

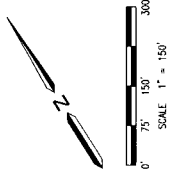


TRACT 4092

RIVER ISLANDS - STAGE 2B

VILLAGE GG2

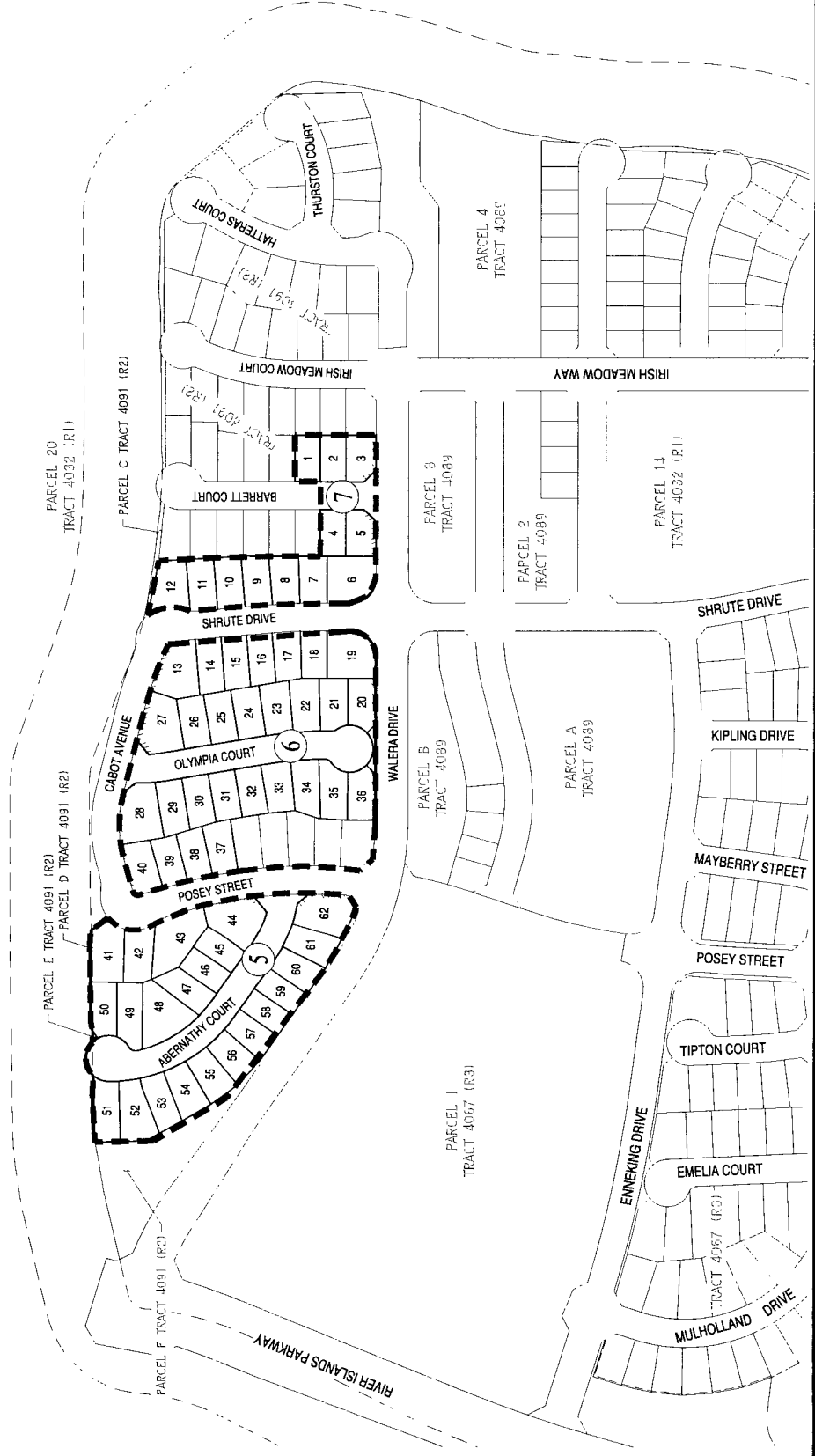
A PORTION OF RANCHO EL PISCADERO, BEING
 A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (43 MAP 197)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 DECEMBER 2021



LEGEND

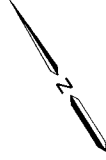
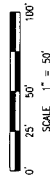
- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

7



TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO EL PESQUERO, BEING
PARCELS 20, 40, 41, 42, 43, 44 MAP 197)
A SUBDIVISION OF PARCELS 20, 40, 41, 42, 43, 44
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
DECEMBER 2021

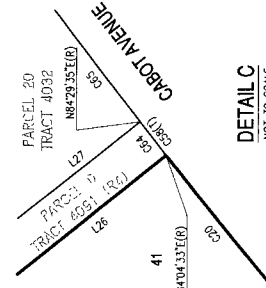


MONUMENTATION NOTES

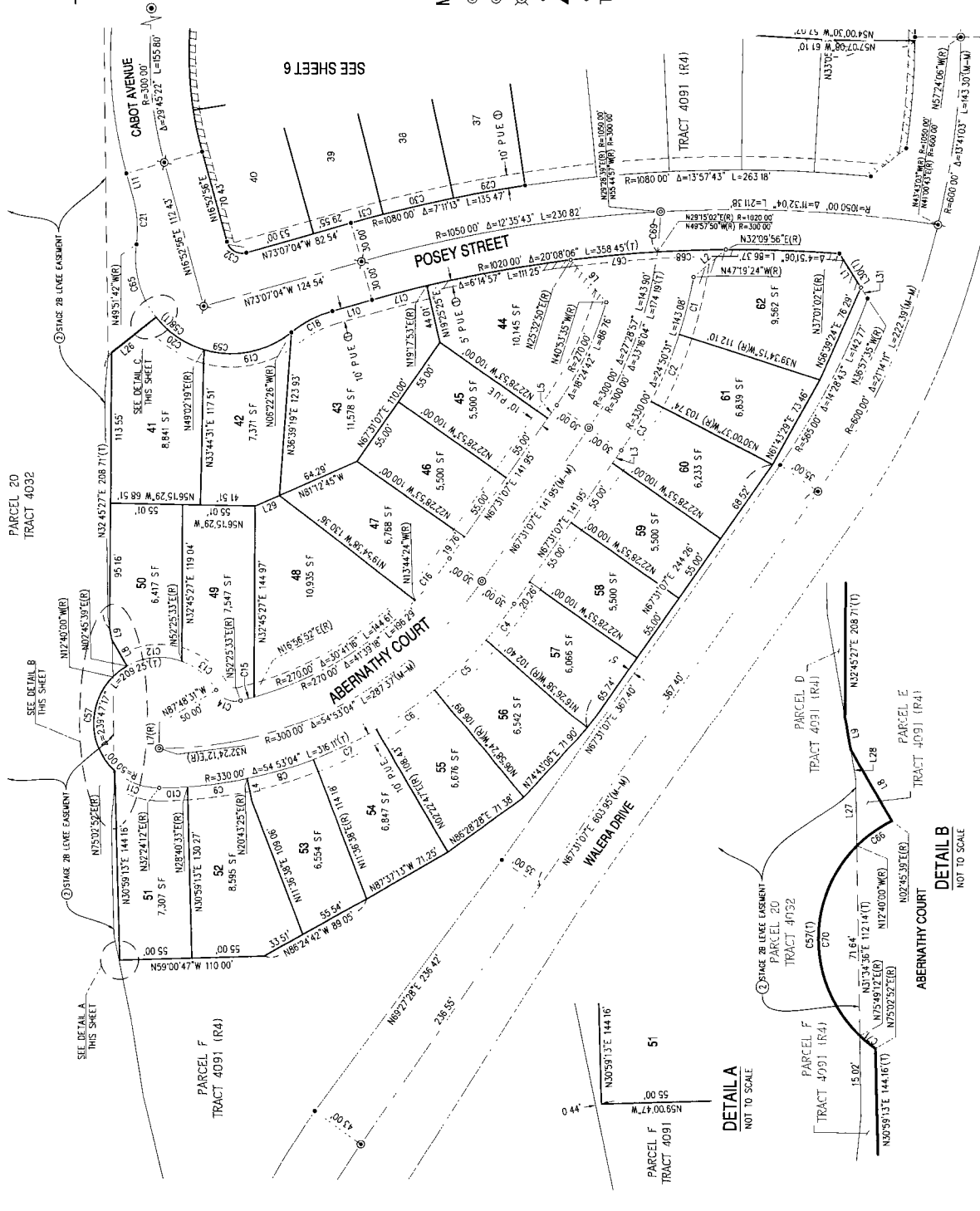
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1'00" ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 4 FOR BASIS OF BEARINGS AND LEGEND
- 4 SEE SHEET 5 FOR EASEMENTS



DETAIL C
NOT TO SCALE

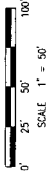


DETAIL A
NOT TO SCALE

DETAIL B
NOT TO SCALE

TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (43 MAP 197)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
DECEMBER 2021

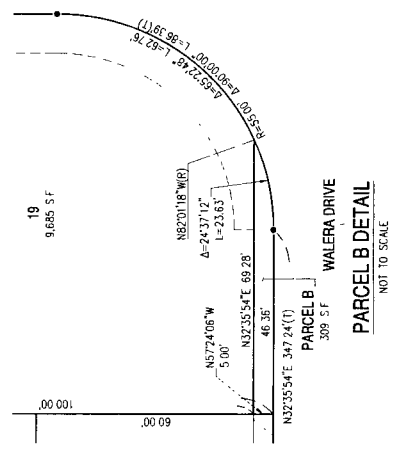
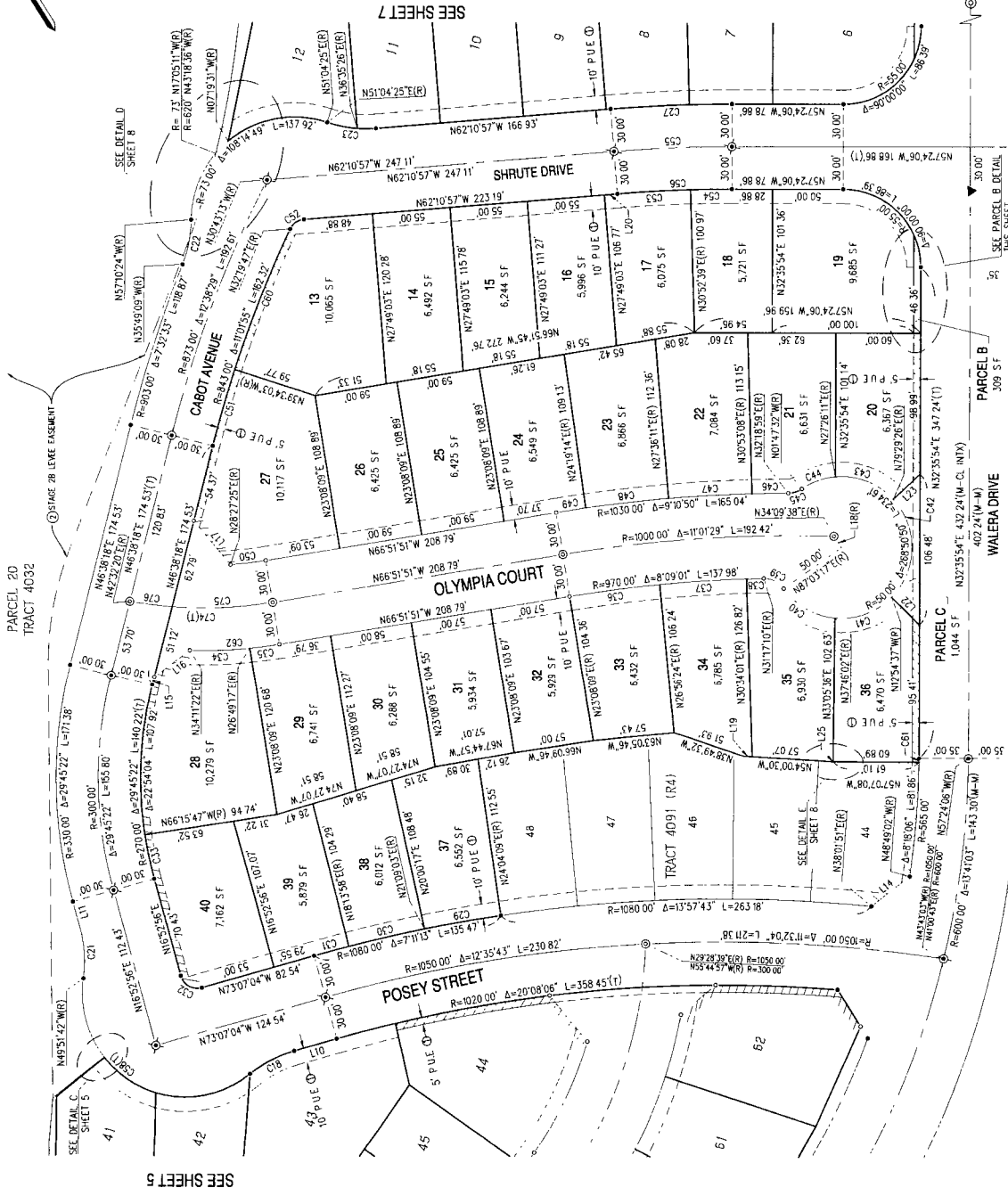


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4088 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR EASEMENTS AND LEGEND
3. SEE SHEET 8 FOR LINE AND CURVE TABLES
4. SEE SHEET 3 FOR EASEMENTS

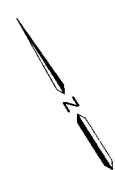
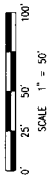


TRACT 4092

RIVER ISLANDS - STAGE 2B

VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCELS 2, 3, 4, AND 5 OF TRACT 4091 (43 M&P 197)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 DECEMBER 2021

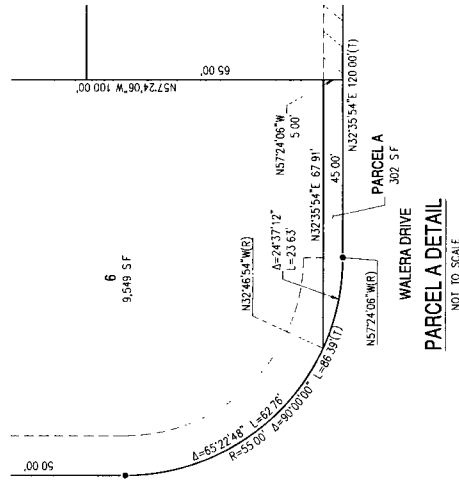


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

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

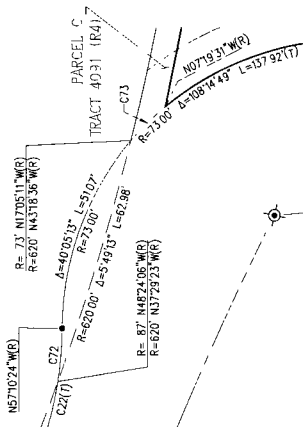


TRACT 4092

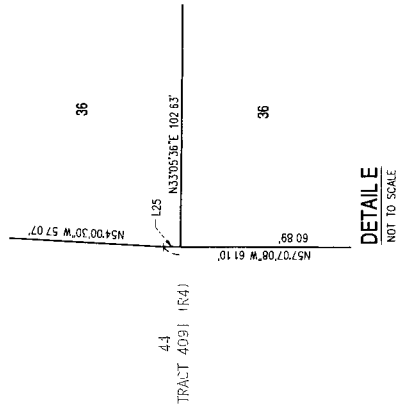
RIVER ISLANDS - STAGE 2B

VILLAGE GG2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (43 MAP 197)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
DECEMBER 2021



DETAIL D
NOT TO SCALE



DETAIL E
NOT TO SCALE

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

LINE	DIRECTION	LENGTH
L1	S0°14'3\"/>	

LINE	DIRECTION	LENGTH
L21	S60°28'16\"/>	

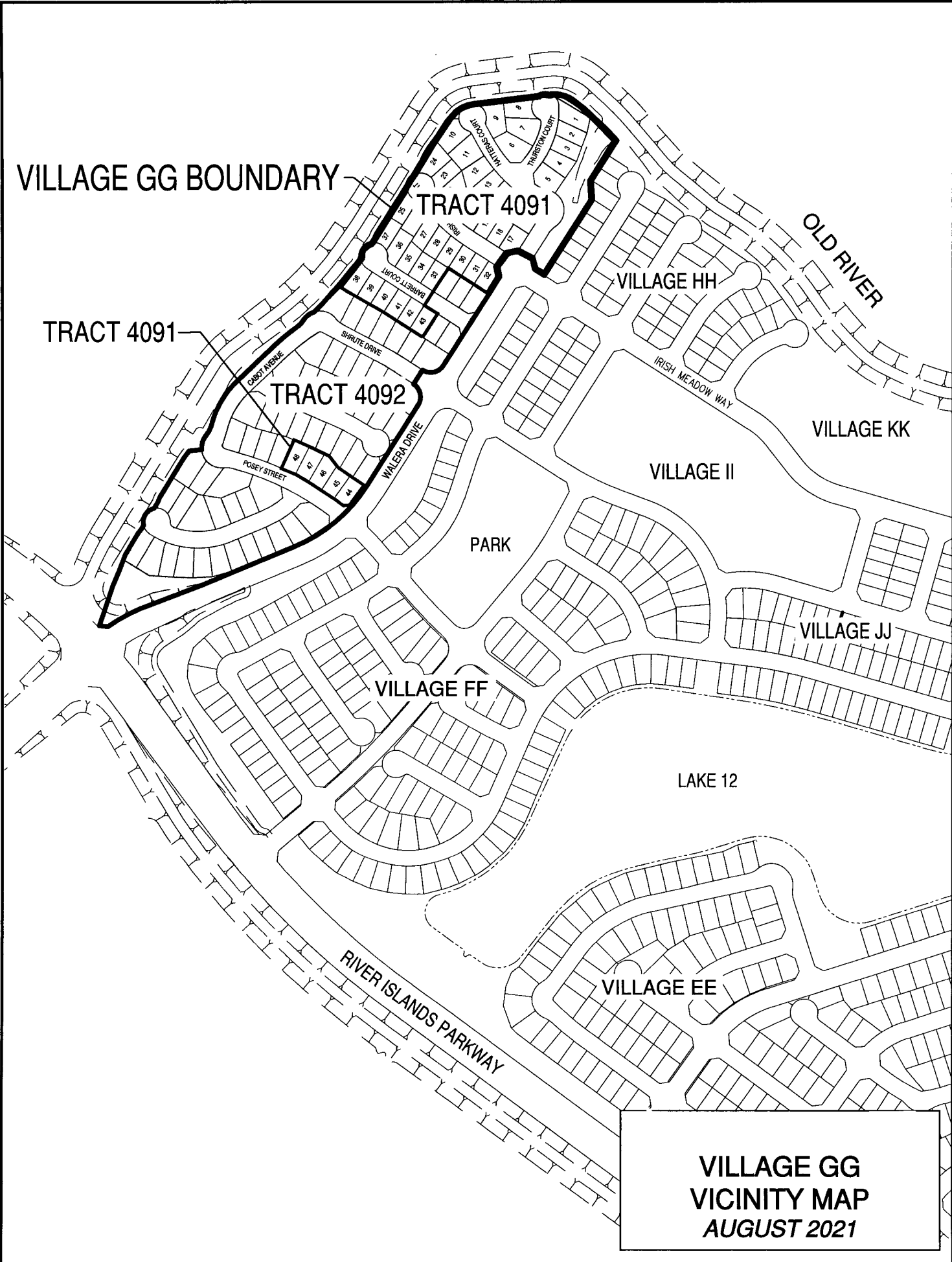
CURVE	RADIUS	DELTA	LENGTH
C1	330.00	7°45'09\"/>	

CURVE	RADIUS	DELTA	LENGTH
C27	1030.00	4°46'51\"/>	

CURVE	RADIUS	DELTA	LENGTH
C53	970.00	3°03'36\"/>	

EXHIBIT "B"

TRACT 4092 VILLAGE "GG2" AREA



VILLAGE GG BOUNDARY

TRACT 4091

TRACT 4091

TRACT 4092

VILLAGE HH

OLD RIVER

VILLAGE KK

VILLAGE II

PARK

VILLAGE JJ

VILLAGE FF

LAKE 12

VILLAGE EE

RIVER ISLANDS PARKWAY

VILLAGE GG
VICINITY MAP
AUGUST 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.

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.

EXHIBIT "D"

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

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

August 11, 2021
Job No.: 25503-48

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

Notes:

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

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

May 6, 2019
Job No.: 25503-48

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

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

Notes:

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

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

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 4092; Escrow No. 1214022362

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 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 4092, executed and acknowledged by the City (provided to title by City).

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

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

C. Funds and Settlement Statement

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

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

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

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$39,104.00**, 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 **11.75** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

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

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

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

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

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

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

E. Closing Process and Priorities

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

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

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

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

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

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

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

E.5. Notify Susan Dell’Osso (sdelloso@riverslands.com), 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

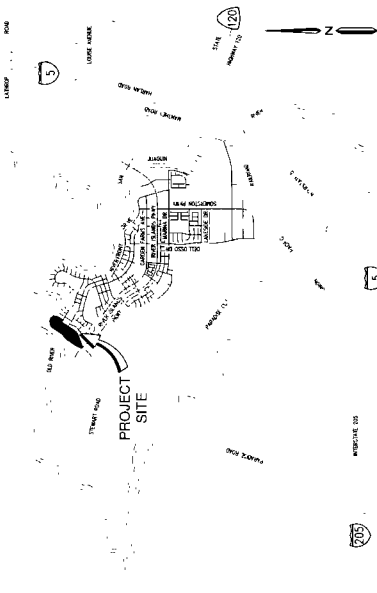
By: _____

Its: _____

Date: _____

TRACT 4092
RIVER ISLANDS - STAGE 2B
VILLAGE GG2

A PORTION OF RANCHO DE PESCADERO, BEING A SUBDIVISION OF PARCELS 2, 3, 5, 13, 20, 27, 28, 35, 40, 44 AND 62, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, DECEMBER 2021.



VICINITY MAP
NOT TO SCALE

OWNERS STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE RECORD TITLE INTEREST IN THE LAND DESCRIBED AND COMPRISE THE ENTIRE BOUNDARY LINE OF THE HEREIN EMBODIED MAP AND CERTIFICATE OF PUBLIC UTILITY EASEMENT, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

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

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

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

- 1 TO THE CITY OF LATHROP, PARCELS A THROUGH C FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, AND APURTENANCES THEREIN, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 3, 5, 13, 20, 27, 28, 35, 40, 44 AND 62, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [diagonal lines] 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, PRESIDENT, DATE: _____, 202__

TRUSTEE'S STATEMENT

DATED THIS _____ DAY OF _____, 202__

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 2017-046605, AND AS AMENDED IN DOCUMENT RECORDED APRIL 13, 2020 AS DOCUMENT NUMBER 2020-046605, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____, NAME: _____, ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNERS)

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

STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN

ON _____, 202__ BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME, _____ BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ITIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

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

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON _____, 202__ AT _____, CALIFORNIA, AND THAT SAID CITY COUNCIL HAS PASSED AND ADOPTED SAID RESOLUTION, AND SAID CITY COUNCIL HAS PASSED AND ADOPTED SAID MAP AND AUTHORIZED ITS RECORDED, AND ACCEPTS ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 3, 5, 13, 20, 27, 28, 35, 40, 44 AND 62 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [diagonal lines], THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS A THROUGH C IN FEE, AND ACCEPTED THE OFFER OF DEDICATION OF ALL COUPTS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 18 OF THE CITY OF LATHROP MUNICIPAL CODE.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN

ON _____, 202__ BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ITIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

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

EXEMPT FROM FEE PER GOVERNMENT CODE 273861, DOCUMENT RECORDED IN CONNECTION WITH A CONJUGANT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 6716 APPROVED BY THE PLANNING COMMISSION.

DATED THIS _____ DAY OF _____, 202__

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 6716, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS HERETO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 202__

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



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY. FEE: \$ _____

BY: STEVE OSTOJARDES, ASSISTANT-RECORDER-COUNTY CLERK, SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 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 SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2", 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 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 MAY 7, 2021, I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TESTING/RETAINING MAP.

DATED THIS _____ DAY OF _____, 2021.

OTYLAN CRAWFORD, P.L.S. NO 7788



RECITALS

- PER TO LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWN AND PROPER USE OF AGRICULTURAL CHEMICALS AND SERVICES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRINKLING, IRRIGATION, FERTILIZING, PESTICIDE APPLICATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOUR AND ANIMALS FROM DEFECATION, AND OTHER ACTIVITIES WHICH MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS AND PESTS. BE AWARE ALSO THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION; RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA" WAS PREPARED BY ENCO, INCORPORATED, JOSEPH J. TUDDE, C.E. NO. 08777, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2, CONTAINS 62 RESIDENTIAL LOTS AND 3 LETTERED PARCELS CONTAINING 11.75 ACRES, MORE OR LESS INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4092 AREA SUMMARY	
LOTS 1 THROUGH 62	9.983 AC±
STREET DEDICATIONS	1.725 AC±
PARCELS A THROUGH C	0.038 AC±
TOTAL	11.75 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214022362--LR, DATED OCTOBER 22, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.
- SUBJECT TO A QUILCLAIM DEED RECORDED OCTOBER 8, 2020 AS DOCUMENT NUMBER 2020-134309, SAN JOAQUIN COUNTY RECORDS FOR PORTIONS OF COHEN ROAD AND PARADISE ROAD.

REFERENCES

- TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R. (43 MAP 197)
- 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)

SIGNATURE OMISSIONS

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

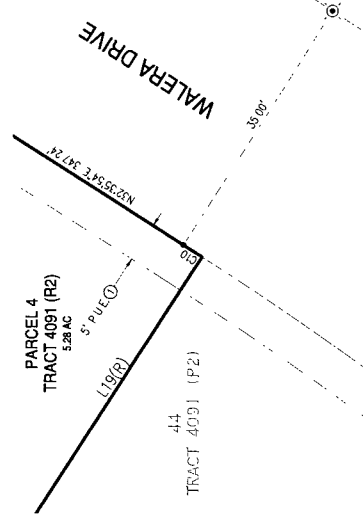
- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET PER DOCUMENT NUMBER 200-01946777, S.J.C.R. (RECLAMED ISLANDS LAND COMPANY DOCUMENT NUMBER 2018-0809098, S.J.C.R. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 4091, FILED OCTOBER 29, 2021 IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R.

CERTIFICATE OF DEDICATION

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

- PARCELS A THROUGH C, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.

THE CITY OF LATHROP SHALL RECOVER THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT IT IS NECESSARY TO CONVEY PUBLIC UTILITIES OR TO TAKE ACTION 66477'S THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

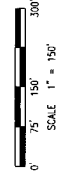


PARCEL 4 DETAIL (FROM SHEET 3)

NOT TO SCALE

TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING
SECTION 12, TOWNSHIP 12N, RANGE 14E (13 MAP 197)
A SUBDIVISION OF THE COUNTY OF SAN JOAQUIN COUNTY, CALIFORNIA
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
DECEMBER 2021



LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R2)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 718" PER (R1)

- RESTRICTED ACCESS
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 200.00' (R1)
- (R1)
- (N-B)
- (M-B)
- (CL INTX-M)
- (R)
- (T)
- (B)
- DN
- P.U.E
- W.E
- W.C
- U/C/R1
- ① EASEMENT REFERENCE NUMBER

NOTES

1. SEE SHEET 2 FOR REFERENCES

BASIS OF BEARINGS

THE BEARING OF NORTH 32°55'42" EAST BETWEEN FOUND MONUMENTS ALONG WALTERA DRIVE AS SHOWN ON TRACT 4092 FILED OCTOBER 8, 2020, IN BOOK 43, 0P MAPS AND PLATS, AT PAGE 142, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

EASEMENTS

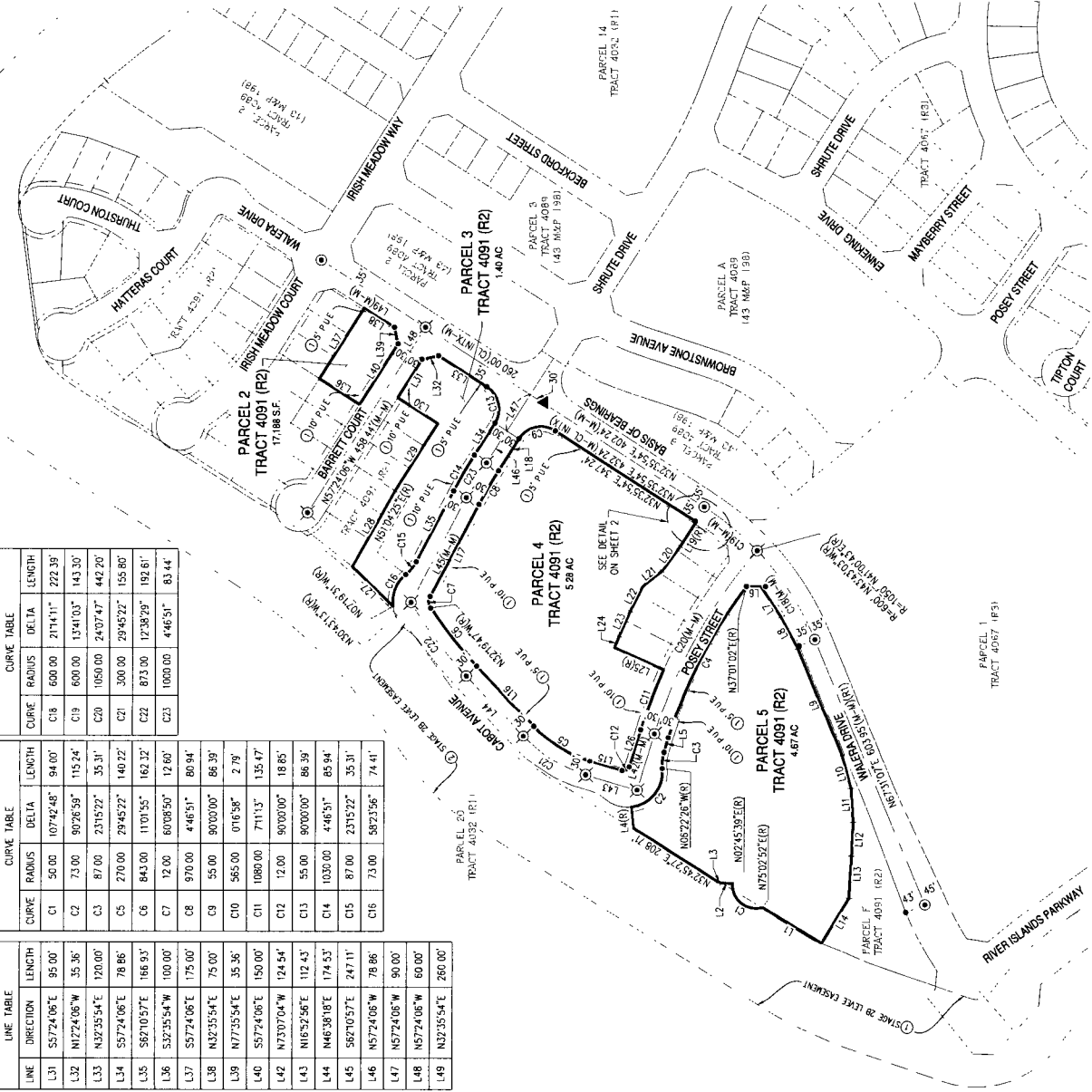
- ① PUBLIC UTILITY EASEMENT PER TRACT 4091, FILED OCTOBER 20, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R.
- ② STAGE 2B LEVEL EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DN 2019-060095, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA
L1	N30°50'13"E	144.16'	C18	600.00	211°14'11"
L2	S2°45'39"W	23.35'	C19	600.00	13°41'03"
L3	S22°26'33"W	8.51'	C20	1050.00	24°07'47"
L4	N84°04'33"E	43.55'	C21	300.00	29°45'22"
L5	N73°07'04"W	31.37'	C22	875.00	12°38'29"
L6	N07°01'43"E	30.36'	C23	1000.00	4°46'51"
L7	S56°39'44"W	76.29'			
L8	N61°43'09"E	73.46'			
L9	N67°31'07"E	244.26'			
L10	N74°43'06"E	71.90'			
L11	S66°28'28"W	71.38'			
L12	N87°37'13"W	71.25'			
L13	N86°24'42"W	89.05'			
L14	N59°00'47"W	110.00'			
L15	N16°52'36"E	70.43'			
L16	N46°38'18"E	174.53'			
L17	S82°10'37"E	223.19'			
L18	S57°44'06"E	78.86'			
L19	S57°07'08"E	61.10'			
L20	N54°00'30"W	63.13'			
L21	N38°49'32"W	51.93'			
L22	N63°05'46"W	57.43'			
L23	N66°09'46"W	57.00'			
L24	N67°44'57"W	26.12'			
L25	N24°04'09"E	112.55'			
L26	N73°07'04"W	82.54'			
L27	S44°02'44"W	119.22'			
L28	N60°28'16"W	181.45'			
L29	S57°24'06"E	166.00'			
L30	N32°35'54"E	100.00'			

CURVE TABLE		
CURVE	RADIUS	DELTA
C1	50.00	107°42'48"
C2	73.00	90°26'59"
C3	87.00	23°15'27"
C4	270.00	29°45'22"
C5	843.00	11°01'55"
C6	12.00	60°08'50"
C7	970.00	4°46'51"
C8	55.00	90°00'00"
C9	585.00	0°16'58"
C10	1080.00	7°11'13"
C11	12.00	90°00'00"
C12	55.00	90°00'00"
C13	87.00	23°15'27"
C14	73.00	58°23'56"

CURVE TABLE		
CURVE	RADIUS	DELTA
C18	600.00	211°14'11"
C19	600.00	13°41'03"
C20	1050.00	24°07'47"
C21	300.00	29°45'22"
C22	875.00	12°38'29"
C23	1000.00	4°46'51"

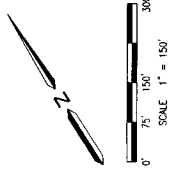


TRACT 4092

RIVER ISLANDS - STAGE 2B

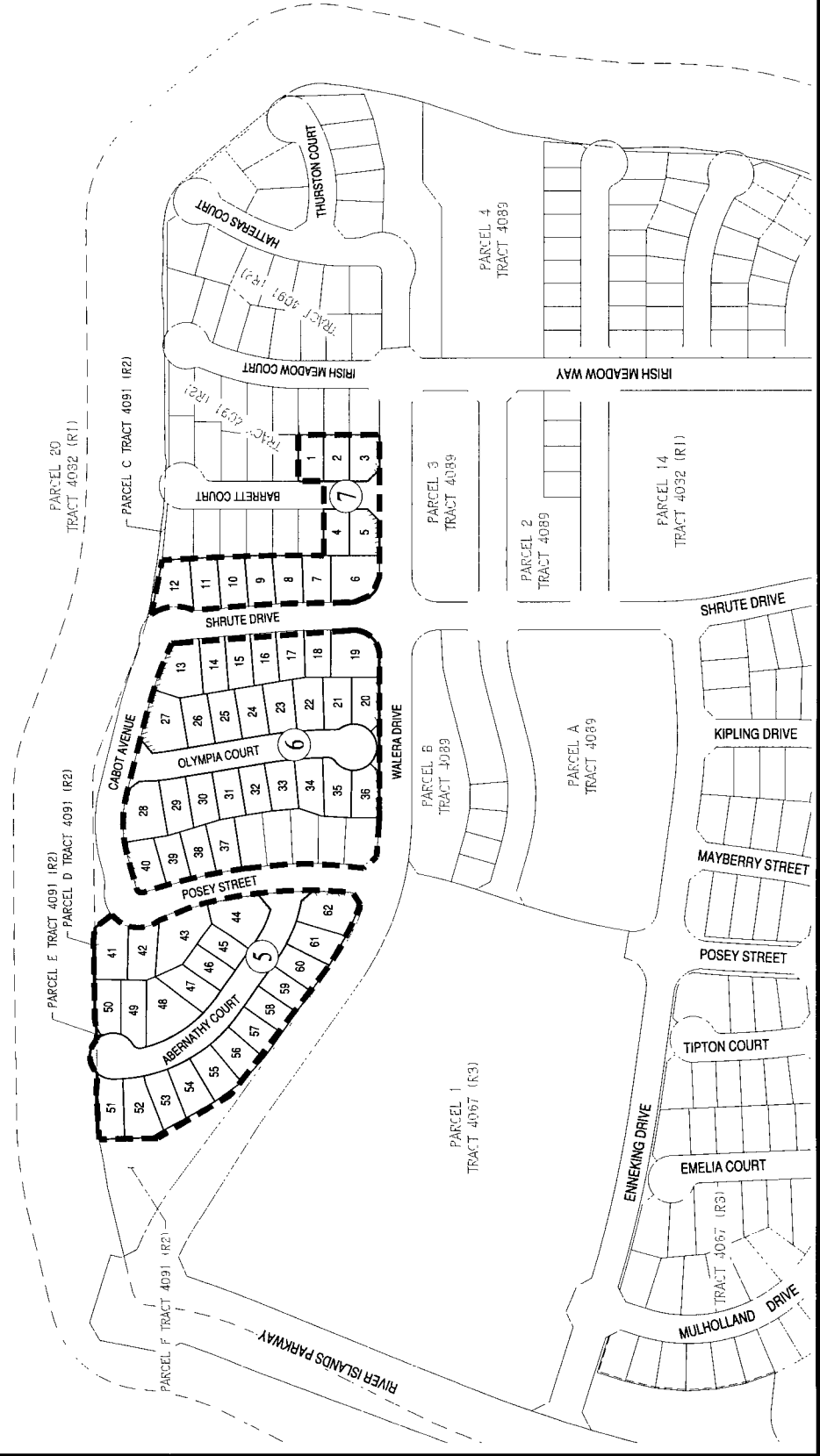
VILLAGE GG2

A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (43 MAP 197)
 CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
 DECEMBER 2021



- LEGEND**
- BOUNDARY
 - LOT LINE
 - EXISTING ROADWAY EASIMENT
 - SHEET NUMBER
 - SHEET LIMIT LINE
 - RESTRICTED ACCESS

7

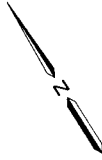
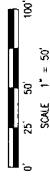


TRACT 4092

RIVER ISLANDS - STAGE 2B

VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (43 MAP 197)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
DECEMBER 2021

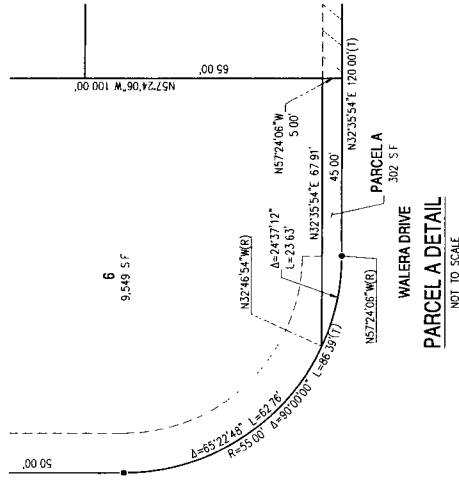


MONUMENTATION NOTES

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

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 8 FOR LINE AND CURVE TABLES
- 4 SEE SHEET 3 FOR EASEMENTS



PARCEL A DETAIL
NOT TO SCALE

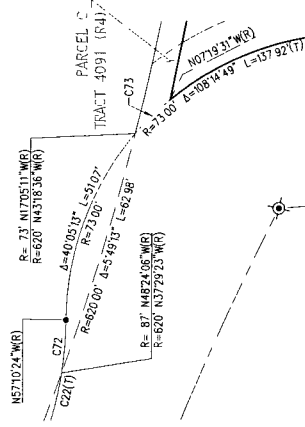


TRACT 4092

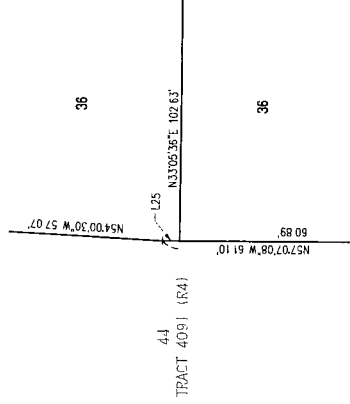
RIVER ISLANDS - STAGE 2B

VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3, 4, AND 5 OF TRACT 4091 (A3 MAP 197)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
DECEMBER 2021



DETAIL D
NOT TO SCALE



DETAIL E
NOT TO SCALE

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

LINE	DIRECTION	LENGTH
L21	S60°28'16\"/>	
L22	N17°54'37\"/>	
L23	S79°29'26\"/>	
L24	N67°10'57\"/>	
L25	S57°07'08\"/>	
L26	N48°04'33\"/>	
L27	S31°34'36\"/>	
L28	N22°36'23\"/>	
L29	S60°30'16\"/>	
L30	N00°14'31\"/>	
L31	N00°14'31\"/>	

CURVE	RADIUS	DELTA	LENGTH
C1	330.00	7°45'09\"/>	
C2	330.00	6°53'37\"/>	
C3	330.00	7°31'45\"/>	
C4	330.00	6°02'15\"/>	
C5	330.00	9°28'14\"/>	
C6	330.00	9°21'11\"/>	
C7	330.00	9°13'51\"/>	
C8	330.00	9°06'46\"/>	
C9	330.00	7°57'07\"/>	
C10	330.00	4°23'30\"/>	
C11	50.00	49°39'53\"/>	
C12	50.00	49°39'53\"/>	
C13	50.00	39°45'37\"/>	
C14	17.00	7°30'04\"/>	
C15	270.00	2°13'34\"/>	
C16	270.00	8°44'29\"/>	
C17	1020.00	2°24'57\"/>	
C18	87.00	2°31'52\"/>	
C19	73.00	55°24'45\"/>	
C20	73.00	35°02'14\"/>	
C21	87.00	2°31'52\"/>	
C22	87.00	2°21'15\"/>	
C23	87.00	2°31'52\"/>	
C24	87.00	14°28'59\"/>	
C25	87.00	6°46'22\"/>	
C26	1030.00	3°06'16\"/>	

CURVE	RADIUS	DELTA	LENGTH
C27	1030.00	4°46'51\"/>	
C28	1030.00	1°40'35\"/>	
C29	1080.00	2°55'05\"/>	
C30	1080.00	2°55'05\"/>	
C31	1080.00	2°55'05\"/>	
C32	12.00	90°00'00\"/>	
C33	270.00	6°51'17\"/>	
C34	330.00	7°22'05\"/>	
C35	330.00	3°41'07\"/>	
C36	970.00	3°48'15\"/>	
C37	970.00	3°37'37\"/>	
C38	970.00	0°43'08\"/>	
C39	17.00	55°46'07\"/>	
C40	50.00	49°17'15\"/>	
C41	50.00	59°40'39\"/>	
C42	50.00	87°35'58\"/>	
C43	50.00	52°03'14\"/>	
C44	50.00	29°13'44\"/>	
C45	17.00	34°06'32\"/>	
C46	1030.00	1°25'51\"/>	
C47	1030.00	3°16'57\"/>	
C48	1030.00	3°16'57\"/>	
C49	1030.00	1°11'05\"/>	
C50	270.00	5°19'16\"/>	
C51	843.00	3°47'40\"/>	
C52	12.00	60°08'50\"/>	

CURVE	RADIUS	DELTA	LENGTH
C53	970.00	3°03'36\"/>	
C54	970.00	1°43'15\"/>	
C55	1000.00	4°46'51\"/>	
C56	970.00	4°46'51\"/>	
C57	50.00	107°42'48\"/>	
C58	73.00	136°39'43\"/>	
C59	73.00	90°26'59\"/>	
C60	843.00	7°14'16\"/>	
C61	565.00	0°16'58\"/>	
C62	330.00	11°03'13\"/>	
C63	73.00	58°23'56\"/>	
C64	73.00	0°25'02\"/>	
C65	73.00	45°38'42\"/>	
C66	50.00	15°25'39\"/>	
C67	1020.00	3°42'12\"/>	
C68	1020.00	2°54'53\"/>	
C69	300.00	5°47'07\"/>	
C70	50.00	91°30'49\"/>	
C71	50.00	0°46'20\"/>	
C72	87.00	8°46'18\"/>	
C73	73.00	9°45'40\"/>	
C74	300.00	19°24'11\"/>	
C75	300.00	13°37'41\"/>	
C76	300.00	5°46'30\"/>	

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

This COMMON USE AGREEMENT FOR ABERNATHY COURT AND ADJACENT PUBLIC UTILITY EASEMENT, associated with Phase 1 of River Islands at Lathrop entered into on **January 10, 2022** ("Agreement") and is made and entered into by ISLAND RECLAMATION DISTRICT NO. 2062, a reclamation district organized under the laws of the State of California (the "District"), and the **CITY OF LATHROP**, a municipal corporation in the State of California (the "City"), together "the Parties."

RECITALS

- A. This Agreement relates to certain real property to be dedicated to City for public right of way purposes known as Abernathy Court, a cul-de-sac within the River Islands at Lathrop Master Planned Community ("River Islands Site"), being developed by River Islands Stage 2B, LLC ("Owner").
- B. The Agreement also sets forth the process and includes a Grant Deed (included herein as Exhibit "B" to this Agreement) from the underlying fee property Owner, that will dedicate public utility easements (PUEs) adjacent to the rights of way of Abernathy Court that extend into the levee easement of the District.
- C. On May 31, 2018, the District recorded easements across properties owned by Califa, LLC, and Owner for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of both the Stage 2A and Stage 2B sub-planning areas of the River Islands Site ("Levee Easements").

D. Owner has proposed Tract 4092, a final map that will create a single-family subdivision within the Stage 2B sub-planning of the River Islands Site, specifically located within Village GG. Tract 4092 contains Abernathy Court, a cul-de-sac with PUEs that extend into a portion of the existing Levee Easements ("Village GG Portion of Abernathy Court"), as depicted on Exhibit "A" to this Agreement.

E. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of Tract 4092 and the dedication of right of way for the Village GG Portion of Abernathy Court, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to those portions of Abernathy Court right of way and PUEs located within portions of the Levee Easements ("Common Use Area") necessary for public utility services allowed and regulated by CITY.

AGREEMENT

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

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

6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the Village GG Portion of Abernathy Court within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of Village GG Portion of Abernathy Court following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.

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

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

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

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

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

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

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

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

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

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

13. District is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by District that may transverse City right of way, including the Village GG Portion of Abernathy Court, including, but not limited to the bridge decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments.

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

15. Owner shall, for public purposes, dedicate the PUEs via Grant Deed included and incorporated herein as Exhibit "B" to this Agreement, for Abernathy Court. This Grant Deed shall be recorded concurrently with the recordation of the Tract 4092 final map.

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

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

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

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

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

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

20. This Agreement is governed by California law.
21. This Agreement may not be modified or amended except in writing signed by both parties.
22. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all Federal, State and local laws, statutes, orders, ordinances, rules, and regulations.
23. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other Party.
24. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

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

CITY OF LATHROP
A California municipal corporation

By: _____
Stephen Salvatore, City Manager

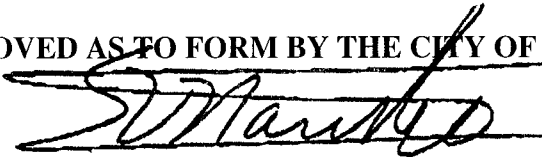
ISLAND RECLAMATION DISTRICT
NO. 2062 a California reclamation
district

By: _____
Susan Dell'Osso, President

ATTEST:

By: _____
Teresa Vargas, City Clerk

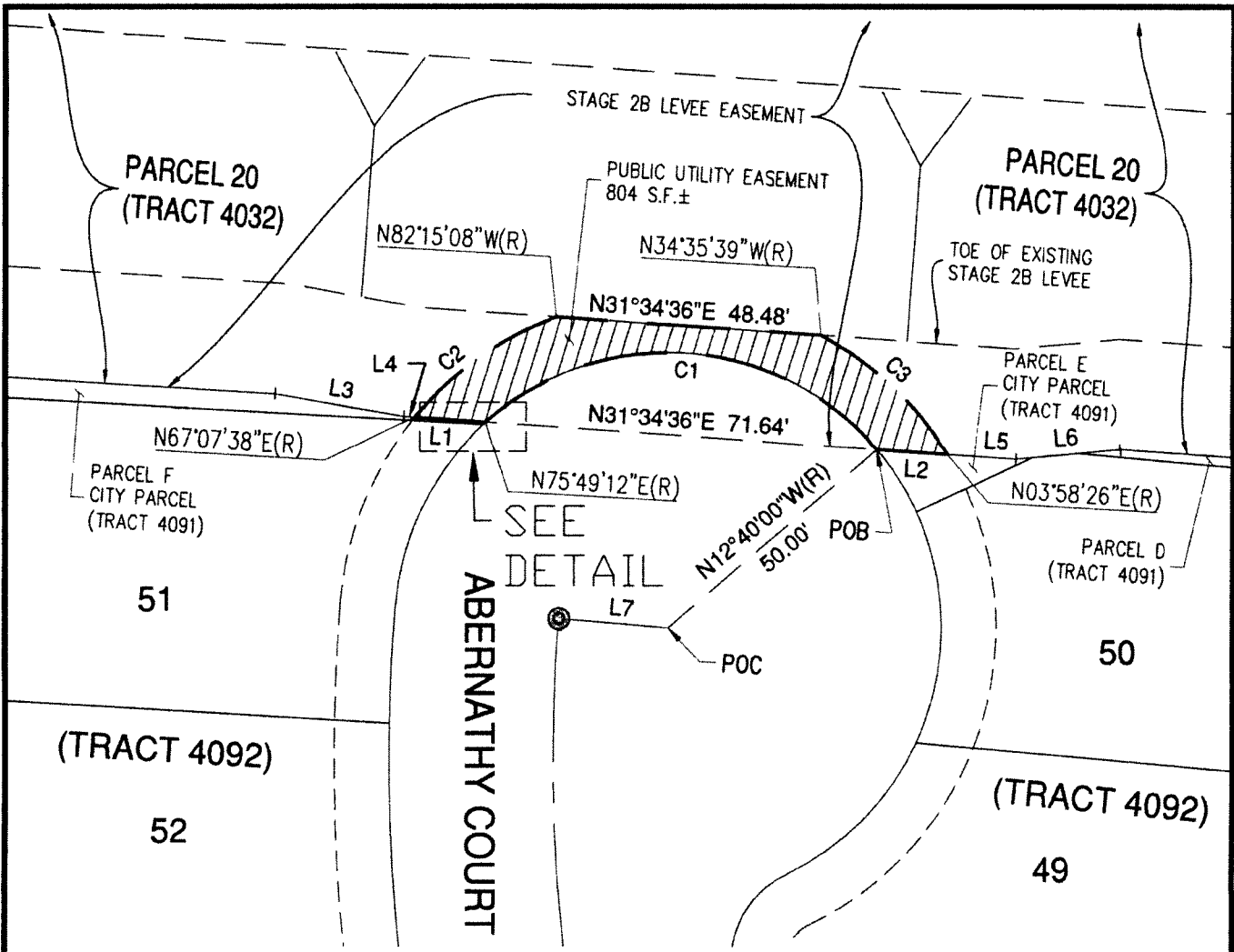
APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

By: 

Salvador V. Navarrete, City Attorney

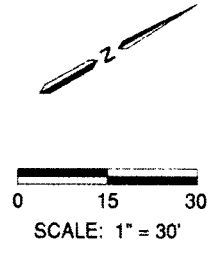
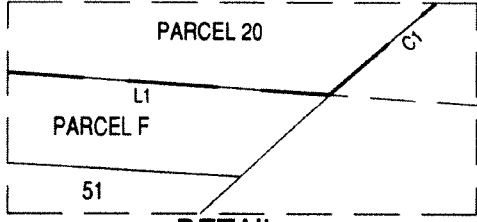
EXHIBIT "A"
COMMON USE AREA DEPICTION

T:\25503-River Islands\DWG\FINAL MAPS\TRACT 4092 - VILLAGE GG2\EXHIBITS\25503-FM-TRACT 4092_CUA.dwg bkoch 11:04:16 12/16/2021



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S31°34'36"W	13.00'
L2	S31°34'36"W	13.00'
L3	N37°59'49"E	23.90'
L4	N31°34'36"E	2.02'
L5	N31°34'36"E	12.48'
L6	N22°36'23"E	19.24'
L7	N32°24'12"E	20.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	50.00'	91°30'49"	79.86'
C2	60.00'	30°37'13"	32.07'
C3	60.00'	30°37'13"	32.07'



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



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

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	DEC. 16, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4092_CUA.DWG		

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

RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

APN: ___-___-__

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication
for Public Utility Easements
(Final Map 4092)**

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

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

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

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

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

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

See attached Exhibit "A"

In witness whereof the undersigned have executed this instrument on January __, 2022.

Grantor(s):

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

By: _____
Susan Dell'Osso, President

(Notary Acknowledgment Required for each Signatory)

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A

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

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

PUBLIC UTILITY EASEMENT (ABERNATHY COURT)

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

COMMENCING AT THE CENTER OF THE ABERNATHY COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2" FILED _____, 2021, IN BOOK ___ OF MAPS AND PLATS, AT PAGE ____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 12°40'00" WEST, A DISTANCE OF 50.00 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID PARCEL 20, ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG SAID EASTERLY LINE OF PARCEL 20, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 12°40'00" EAST, THROUGH A CENTRAL ANGLE OF 91°30'49", AND AN ARC DISTANCE OF 79.86 FEET;

THENCE, CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 20, SOUTH 31°34'36" WEST, A DISTANCE OF 13.00 FEET;

THENCE, LEAVING SAID EASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°07'38" EAST, THROUGH A CENTRAL ANGLE OF 30°37'13", AND AN ARC DISTANCE OF 32.07 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, NORTH 31°34'36" EAST, A DISTANCE OF 48.48 FEET;

THENCE, LEAVING SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 34°35'39" EAST, THROUGH A CENTRAL ANGLE OF 30°37'13", AND AN ARC LENGTH OF 32.07 FEET TO THE EASTERLY LINE OF SAID PARCEL 20;

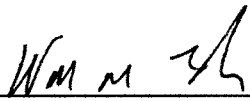
THENCE, ALONG SAID EASTERLY LINE, SOUTH 31°34'36" WEST, FOR A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 804 SQUARE FEET, MORE OR LESS.

PLAT OF THE ABOVE DESCRIBED EASEMENT IS ATTACHED HERETO AS EXHIBIT B AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

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

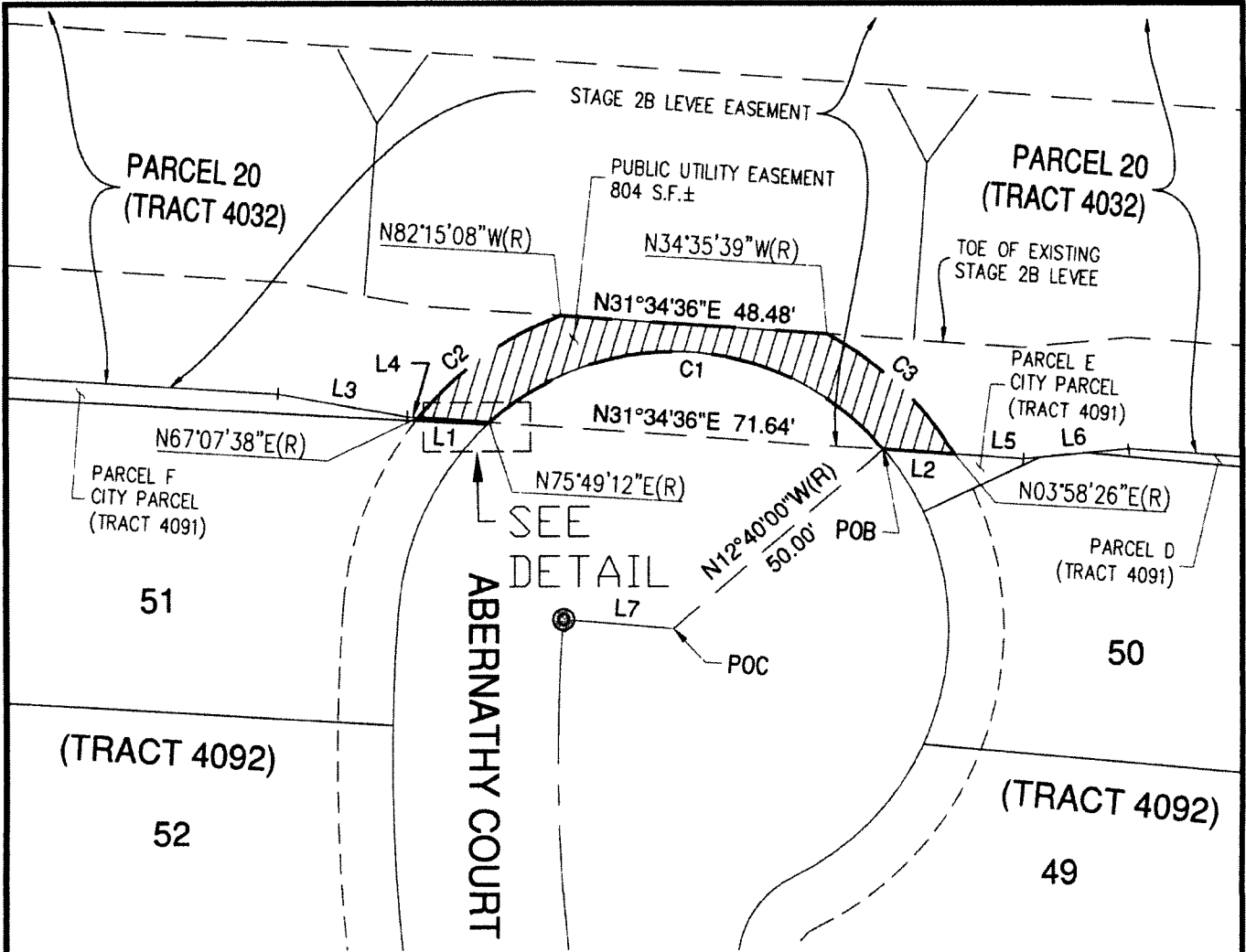


WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



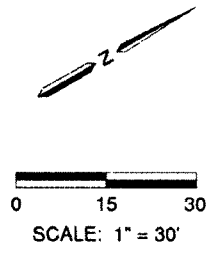
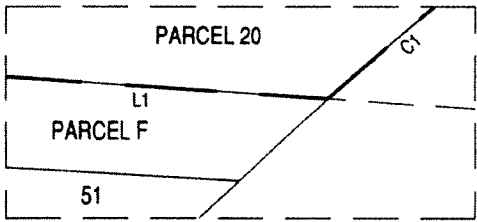
12/16/2021
DATE

T:\25503--River Islands\DWG\FINAL MAPS\TRACT 4092-- VILLAGE GC2\EXHIBITS\25503--FM--TRACT 4092_CUA.dwg bkech 11:04:16 12/16/2021



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S31°34'36"W	13.00'
L2	S31°34'36"W	13.00'
L3	N37°59'49"E	23.90'
L4	N31°34'36"E	2.02'
L5	N31°34'36"E	12.48'
L6	N22°36'23"E	19.24'
L7	N32°24'12"E	20.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	50.00'	91°30'49"	79.86'
C2	60.00'	30°37'13"	32.07'
C3	60.00'	30°37'13"	32.07'



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

EXHIBIT B



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

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	DEC. 16, 2021
JOB NO.:	25503		
FILE:	25503--FM--TRACT 4092_CUA.DWG		

3
of
3