

## ITEM 4.10

### CITY MANAGER'S REPORT FEBRUARY 14, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:**                               **ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR STANFORD CROSSING PHASE 1B NEIGHBORHOOD PARK LOCATED IN CENTRAL LATHROP SPECIFIC PLAN AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2021-30**

**RECOMMENDATION:**   **Adopt Resolution Accepting Public Improvements for Stanford Crossing Phase 1B Neighborhood Park Located in Central Lathrop Specific Plan and Authorize the Release of Bonds Associated with Encroachment Permit No. 2021-30**

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#### **SUMMARY:**

Lathrop Land Acquisition, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP), has completed construction of the public improvements listed in the GASB 34 report, included as Attachment "C", for the Stanford Crossing Phase 1B Neighborhood Park in accordance with their Subdivision Improvement Agreement (SIA) for Tract 4017. The improvements listed in the GASB 34 report have been inspected by City staff to ensure conformance with the approved plans. A Vicinity Map for the park is included as Attachment "B".

The contractor that completed the improvements, Odyssey Environmental Services, Inc., has provided a one-year warranty bond based on 10% of the completed improvement construction cost and Saybrook has provided the lien releases for the improvements being accepted.

#### **BACKGROUND:**

On October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. On August 13, 2018, the City approved VTM 3967 to subdivide a portion of Tract 3533 into 113 parcels on 18 acres of land to replace the previously planned school location with residential lots. The Phase 1B Park is within the geographic boundaries of the VTMs for Tracts 3647 and 3967.

On January 11, 2021, City Council approved Tract 4017, establishing 311 single-family lots. As required by the City's subdivision ordinance, all final maps included an SIA to guarantee certain public improvements associated with the final map. The construction of the Stanford Crossing Neighborhood Park improvements is a requirement of the SIA for Tract 4017 and the work was completed under Encroachment Permit Number 2021-30 (EP 21-30).

**FEBRUARY 14, 2022 CITY COUNCIL REGULAR MEETING****ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR STANFORD CROSSING PHASE 1B NEIGHBORHOOD PARK LOCATED IN CLSP AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2021-30**

The construction of the improvements is complete and the approximate value of the improvements being accepted is \$1,085,491 as shown in the project GASB 34 Report.

The neighborhood park public facilities will be maintained by the City and the costs to maintain these facilities will be covered through the existing City of Lathrop Public Works operating budget and the Community Facilities District (CFD) 2019-02. Odyssey Environmental Services Inc. will provide 90 days of additional maintenance from the date of acceptance to ensure that the turf is established.

Staff recommends the release of Performance Bond No. PB01987300004 in the sum of \$1,927,929.41 and Labor and Materials No. PB01987300004 in the sum of \$963,964.71 associated with EP 21-30.

The contractor that constructed the improvements, Odyssey Environmental Services, Inc., has provided a one-year warranty bond based on 10% of the completed improvements construction cost as shown in Table 1 below and Saybrook has provided the lien releases from each contractor (Attachment D) for the improvements being accepted. Staff recommends City Council accept the public improvements in accordance with City specifications.

**Table 1**

| <b>Contractor</b>                   | <b>Scope of Work</b> | <b>Bond Number</b> | <b>Bond Value</b> |
|-------------------------------------|----------------------|--------------------|-------------------|
| Odyssey Environmental Services Inc. | Phase 1B NH Park     | CAC718792          | \$172,854.76      |

**REASON FOR RECOMMENDATION:**

City staff has inspected the improvements for the Stanford Crossing Phase 1B Neighborhood Park and confirmed that the improvements have been completed in accordance with City specifications. Staff recommends Council accept the improvements to allow the City to provide maintenance.

**FISCAL IMPACT:**

The approximate value of the improvements being accepted is \$1,085,491 as shown in the project GASB 34 report. The city's service maintenance CFD 2019-02 has been established to help fund city maintenance and operating costs. The one-year maintenance bonds cover any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

**FEBRUARY 14, 2022 CITY COUNCIL REGULAR MEETING**

**ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR STANFORD CROSSING PHASE 1B NEIGHBORHOOD PARK LOCATED IN CLSP AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2021-30**

**ATTACHMENTS:**

- A. Resolution Accepting Public Improvements for Stanford Crossing Phase 1B Neighborhood Park Located in Central Lathrop Specific Plan and Authorize the Release of Bonds Associated with Encroachment Permit No. 2021-30
- B. Location Exhibit for Stanford Crossing Neighborhood Park
- C. GASB 34 Report – Stanford Crossing Neighborhood Park
- D. One-Year Warranty Bond and Lien Releases

**CITY MANAGER'S REPORT**  
**FEBRUARY 14, 2022 CITY COUNCIL REGULAR MEETING**  
**ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR STANFORD CROSSING PHASE**  
**1B NEIGHBORHOOD PARK LOCATED IN CLSP AND AUTHORIZE THE RELEASE**  
**OF BONDS ASSOCIATED WITH EP NO. 2021-30**


**APPROVALS:**

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

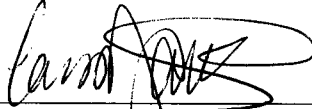
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Michael King  
Director of Public Works

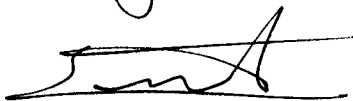
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\_\_\_\_\_  
Glenn Gebhardt  
City Engineer


2-2-22  
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Date

  
\_\_\_\_\_  
Cari James  
Finance Director

2/3/2022  
\_\_\_\_\_  
Date

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

2-2-2022  
\_\_\_\_\_  
Date

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

2.7.22  
\_\_\_\_\_  
Date

## **RESOLUTION NO. 22-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS FOR STANFORD CROSSING PHASE 1B NEIGHBORHOOD PARK LOCATED IN CENTRAL LATHROP SPECIFIC PLAN AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2021-30**

**WHEREAS**, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land; and

**WHEREAS**, on August 13, 2018, the City approved VTM 3967 to subdivide a portion of Tract 3533 into 113 parcels on 18 acres of land to replace the previously planned school location with residential lots. The Phase 1B Park is within the geographic boundaries of the VTMs for Tracts 3647 and 3967; and

**WHEREAS**, on January 11, 2021, City Council approved Tract 4017, establishing 311 single-family lots; and

**WHEREAS**, as required by the City's subdivision ordinance, all final maps included an SIA to guarantee certain public improvements associated with the final map. The Construction of the Stanford Crossing Neighborhood Park improvements is a requirement of the SIA for Tract 4017 and the work was completed under Encroachment Permit Number 2021-30 (EP 21-30); and

**WHEREAS**, the construction of the improvements is complete and the approximate value of the improvements being accepted is \$1,085,491 as shown in the project GASB 34 Report; and

**WHEREAS**, the neighborhood park public facilities will be maintained by the City and the costs to maintain these facilities will be covered through the existing City of Lathrop Public Works operating budget and the establishment of a Community Facilities District (CFD); and

**WHEREAS**, the City's Service Maintenance CFD 2019-02 has been established to help fund City maintenance and operating costs. Odyssey Environmental Services Inc. will provide 90 days of additional maintenance from the date of acceptance to ensure that the turf is established; and

**WHEREAS**, staff recommends the release of Performance Bond No. PB01987300004 in the sum of \$1,927,929.41 and Labor and Materials No. PB01987300004 in the sum of \$963,964.71 associated with EP 21-30; and

**WHEREAS**, Odyssey Environmental Services, Inc., has provided the one-year warranty bond based on 10% of the completed improvements construction cost listed in Table 1 below and a lien release (Attachment D of the City Manager's Report) for the improvements being accepted; and

**Table 1**

| <b>Contractor</b>                   | <b>Scope of Work</b> | <b>Bond Number</b> | <b>Bond Value</b> |
|-------------------------------------|----------------------|--------------------|-------------------|
| Odyssey Environmental Services Inc. | Phase 1B NH Park     | CAC718792          | \$172,854.76      |

**WHEREAS**, City staff has inspected the improvements for the Stanford Crossing Neighborhood Park and confirmed that the improvements have been completed in accordance with City specifications; and

**WHEREAS**, the developer and the contractor have submitted a lien release, confirming the contractor has been paid in full, and a one-year maintenance bond for the improvements being accepted. Staff recommends Council accept the improvements to allow for the City to provide maintenance.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby accept the public improvements for the Stanford Crossing Phase 1B Neighborhood Park located in the Central Lathrop Specific Plan area from Saybrook CLSP, LLC and authorizes the release of bonds associated with Encroachment Permit No. 2021-30.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 14<sup>th</sup> day of February 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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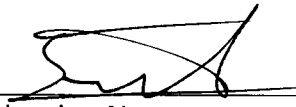
Sonny Dhaliwal, Mayor

**ATTEST:**

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Teresa Vargas  
City Clerk

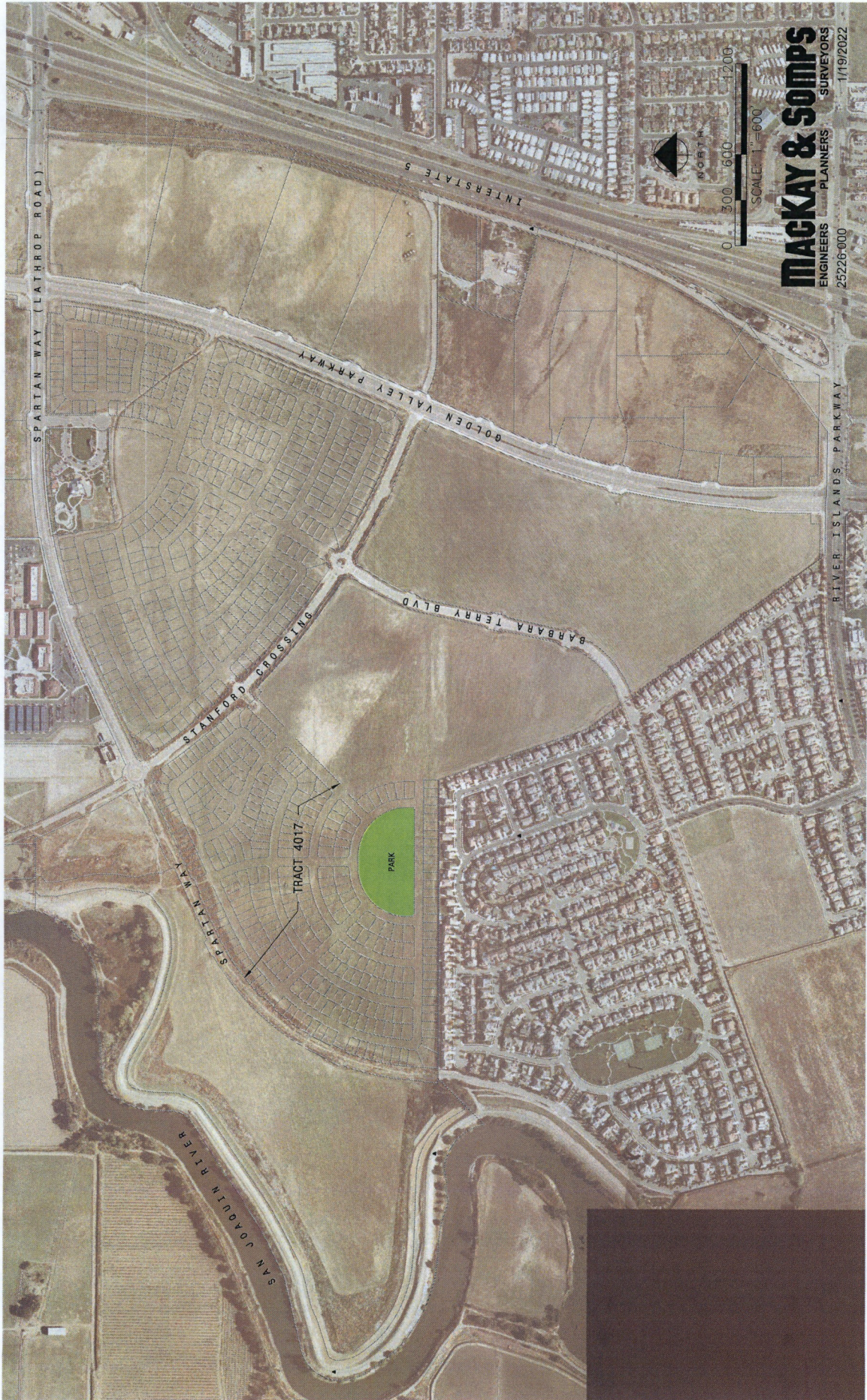
**APPROVED AS TO FORM:**



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Salvador Navarrete  
City Attorney

CENTRAL LATHROP SPECIFIC PLAN - TRACT 4017 PARK - VICINITY MAP



**MACKAY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
25226-000 1/19/2022



# ATTACHMENT C

## CITY OF LATHROP PROJECT ACCEPTANCE (GASB 34 REPORT)

Date: 1/27/2022 Submitted by: MacKay & Soms Tract 4017 Park - Lathrop, CA

\*Based on Park Plans prepared by MacKay & Soms, Gates and Vizion dated March 2021

| Item  | Unit    | Quantity | Unit Cost   | Cost               |
|---|---------|----------|-------------|--------------------|
| 1" Water Service  | 1 LS    |          | \$1,500.00  | \$1,500            |
| 12" RCP SD  | 41 LF   |          | \$30.00     | \$1,230            |
| Field Inlet   | 2 EA    |          | \$5,000.00  | \$10,000           |
| Conc. Pedestrian Paving, Standard                             | 24,600  | SF       | \$12.00     | \$295,200          |
| Concrete Seat Wall, 18"                                       | 68      | LF       | \$176.00    | \$11,968           |
| Mow Band  | 390     | LF       | \$10.00     | \$3,900            |
| River Cobble (4-6" depth)                                     | 1,050   | SF       | \$5.00      | \$5,250            |
| Booster Pump (for shrub planting, trees & lawn)               | 1       | EA       | \$20,000.00 | \$20,000           |
| 24" box tree  | 65      | EA       | \$450.00    | \$29,250           |
| Lawn area (sod), soil prep, sod, irrigation and installation  | 9,618   | SF       | \$3.00      | \$28,854           |
| Lawn area (seed), soil prep, sod, irrigation and installation | 182,838 | SF       | \$0.50      | \$91,419           |
| Irrigation Controller   | 1       | EA       | \$24,000.00 | \$24,000           |
| Master Valve, Flow Sensor                                     | 1       | EA       | \$3,000.00  | \$3,000            |
| Barbeque (built-in)   | 1       | EA       | \$750.00    | \$750              |
| Bench   | 5       | EA       | \$2,000.00  | \$10,000           |
| Bike Racks (size varies)                                      | 4       | EA       | \$1,500.00  | \$6,000            |
| Drinking Fountain - ADA, Bottlefiller, Pet Fountain           | 1       | EA       | \$5,500.00  | \$5,500            |
| Landscape Boulder   | 21      | EA       | \$350.00    | \$7,350            |
| Picnic Table - A  | 6       | EA       | \$3,500.00  | \$21,000           |
| Picnic Table - B  | 4       | EA       | \$3,500.00  | \$14,000           |
| Trash Receptacle  | 2       | EA       | \$1,500.00  | \$3,000            |
| Recycle Receptacles   | 2       | EA       | \$1,500.00  | \$3,000            |
| Dog Waste Stations  | 3       | EA       | \$500.00    | \$1,500            |
| Shade structures  | 2       | EA       | \$70,000.00 | \$140,000          |
| Bollard lighting  | 2       | EA       | \$800.00    | \$1,600            |
| Pedestrian Overhead Lighting                                  | 2       | EA       | \$7,000.00  | \$14,000           |
| Basketball Standards  | 2       | EA       | \$1,800.00  | \$3,600            |
| Basketball Court Surfacing (over concrete)                    | 4500    | SF       | \$20.00     | \$90,000           |
| Court Striping  | 1       | LS       | \$1,500.00  | \$1,500            |
| Court Lighting  | 3       | EA       | \$7,000.00  | \$21,000           |
| Safety Surfacing (poured in place)                            | 3306    | SF       | \$20.00     | \$66,120           |
| Play Structure 2-5  | 1       | EA       | \$75,000.00 | \$75,000           |
| Play Structure 5-12   | 1       | EA       | \$75,000.00 | \$75,000           |
| <b>Total</b>  |         |          |             | <b>\$1,085,491</b> |

**MAINTENANCE AND WARRANTY BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Lathrop, hereinafter called the Obligee or City, and Saybrook CLSP, LLC, hereinafter called Saybrook, the developer for the Central Lathrop Specific Plan ("CLSP"), entered into a Development Agreement dated December 5, 2016, and subsequently a Subdivision Improvement Agreement dated January 11, 2021, requiring construction of a neighborhood park as part of Phase 1B ("Phase 1B Neighborhood Park"); and

WHEREAS, Odyssey Environmental Services, Inc. hereinafter called the Principal or Contractor, constructed and completed the Phase 1B Neighborhood Park under a contract with Saybrook dated April 14, 2021; and

WHEREAS, the City has inspected the Phase 1B Neighborhood Park and deemed said improvements to be complete and built to the Obligee's specifications and the City Council of Lathrop accepted the Phase 1B Neighborhood Park at its meeting on February 14, 2022; and

WHEREAS, Saybrook is required to guarantee replacement and/or repair of the Phase 1B Neighborhood Park as a result of defective materials, equipment or defective workmanship for a period of one (1) year from the date of acceptance of the Phase 1B Neighborhood Park by the City Council of Lathrop.

NOW, THEREFORE, Principal and Merchants Bonding Company (Mutual), hereinafter called Surety, are held and firmly bound unto the Obligee, in the penal sum of One Hundred Seventy-Two Thousand Eight Hundred Fifty-Four and 76/100 Dollars (\$172,854.76) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if Principal shall, upon receipt of notice in writing from City, promptly investigate and make all repairs to Phase 1B Neighborhood Park arising out of defective materials, workmanship, or equipment that appear within one (1) year from the date City accepts the Phase 1B Neighborhood Park, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

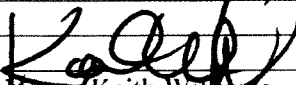

PROVIDED, HOWEVER, that the Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

City is hereby authorized to make such repairs, and the Principal and Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B Neighborhood Park to be performed thereunder shall in any way

affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B Neighborhood Park, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the 12th day of January, 2022.

|   |  |
|---|--|
| CONTRACTOR, as Principal  | SURETY   |
| Odyssey Environmental Services, Inc.  | Merchants Bonding Company (Mutual)   |
| By:  | By:  |
| Print Name: Keith Williams  | Print Name: Mary Collins   |
| Title: President  | Title: Attorney-in-Fact  |
| Address:<br><br>5400 W. Highway 12<br>Lodi, CA 95242<br>Attn.: Keith Williams         | Address:<br><br>6700 Westown Parkway,<br>West Des Moines, IA 50266-7754                |
|   |  |

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

# Notary Acknowledgment

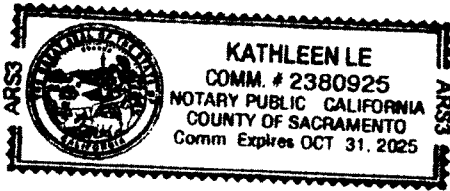
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF Sacramento

On January 12, 2022, before me, Kathleen Le, Notary Public, personally appeared Mary Collins, 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(ies), 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 and official seal.

*Kathleen Le*  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
  - Limited
  - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

\_\_\_\_\_  
\_\_\_\_\_  
Signer(s) Other Than Named Above

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bill Rapp; Brad Espinosa; Claudine Gordon; Deanna Quintero; Elizabeth Colodi; Jason March; Jennifer Lakmann; John Hopkins; K Corey Ward; Kristie Phillips; Marissa Robinson; Mary Collins; Matthew Foster; Michael K Feeney; Mindy Whitehouse; Pamela Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sarah Otto; Steven Lee Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding Inc., on October 16, 2015.

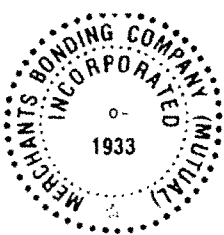
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of September, 2021.

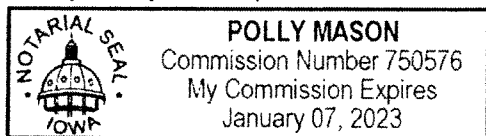


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss

On this 27th day of September, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

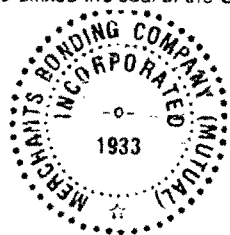


*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of January, 2022.



*William Warner Jr.*  
Secretary

To: **City of Lathrop**  
**390 Towne Centre Drive**  
**Lathrop, CA 95330**

**NOTICE OF WAIVER AND RELEASE**

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

**Stanford Crossing Neighborhoods Phase 1B Park**

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

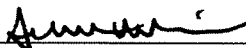
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 1/18/2022

By: Saybrook Fund Investors, LLC  
Its: Managing Member

By:   
Jeffrey M. Wilson

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

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**Identifying Information**

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Name of Claimant: Odyssey Environmental Services, Inc

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Name of Customer: Saybrook CLSP, LLC

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Job Location: Stanford Crossings Neighborhoods 1B Park, Lathrop CA

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Owner: Saybrook CLSP, LLC

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**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

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**Exceptions**

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This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$ 0.00

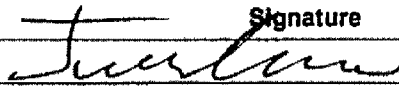
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**Signature**

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Claimant's Signature:



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Claimant's Title: Contracts Administrator

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Date of Signature: 01/13/2022

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