## CITY MANAGER'S REPORT JULY 11, 2022 CITY COUNCIL REGULAR MEETING

ITEM:APPROVE FINAL MAP, CFD ANNEXATION, AND<br/>SUBDIVISION IMPROVEMENT AGREEMENT FOR 75<br/>LOTS IN TRACT 4131 VILLAGE "KK" WITHIN OLD<br/>RIVER DISTRICT OF RIVER ISLANDSRECOMMENDATION:Adopt Resolution Approving Final Map for Tract 4131<br/>Village "KK" within the Old River District, Totaling 75<br/>Single Family Lots, CFD Annexation No. 25, and<br/>Subdivision Improvement Agreement with River<br/>Islands Stage 2B, LLC

## SUMMARY:

The proposed Final Map for Tract 4131 will be the only tract map within the Village "KK" area. Lennar Homes is proposing seventy-five (75) 50' x 68' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4131, Village "KK", Annexation No. 25 of the City of Lathrop Community Facilities District (CFD) 2013-1, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), included as Attachment "C".

## BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 6716 on June 14, 2021. On August 4, 2021, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 2 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 4131 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 "KK" is \$1,183,000, 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 4131 that guarantee the unfinished improvements for Village "KK", in the amount of:

#### **CITY MANAGER'S REPORT** PAGE 2 JULY 11, 2022 CITY COUNCIL REGULAR MEETING APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 75 LOTS IN TRACT 4131 VILLAGE "KK" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$202,900
Performance Bond (110% of Unfinished Improvements)	\$223,190
Labor & Materials Bond (50% of Performance Bond)	\$111,595

The SIA for Tract 4131 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 4131, 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 "KK" will need to be annexed into the four different Community Facilities Districts (CFD's) for maintenance purposes. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA). Approval of CFD 2013-1 City of Lathrop Annexation No. 25 is pending with this Council item. CFD 2013-1 Island RD 2062 Annexation No. 25, and CFD 2013-1 RIPFA Annexation No. 25 and CFD 2020-1 RIPFA Annexation No. 12 are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City. The applicant has signed the appropriate documentation to commit to the annexations, and the final map recordation is contingent on the annexations.

River Islands must satisfy the Escrow Instructions, included as Attachment "D", to guarantee the payment of all fees and execution of the documents related to the SIA.

## **REASON FOR RECOMMENDATION:**

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Do	cuments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed

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7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 <sup>rd</sup> Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 4131 Village "KK" – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 25	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 fiscal impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

## ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4131 Village "KK" within the Old River District, Totaling 75 Single Family Lots, City of Lathrop CFD Annexation No. 25, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map Village "KK"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4131, Village "KK"
- D. Escrow Instructions for Final Map Tract 4131 Village "KK", including CFD Annexation No. 25
- E. Final Map Tract 4131 Village "KK"

### **APPROVALS**

Bellal Nabizadah Assistant Engineer

Brad Haylor

**City Engineer** 

Clill

Cari Jands Finance Director

Michael King Assistant City Manager

Salvador Navarrete **City Attorney** 

Stephen J. Salvatore City Manager

6/29/22

Date

5/30/2022 ie 1/5/2022 

Date

6-30-2022

Date

6.29-2022

Date

7.5.22 Date

### **RESOLUTION NO. 22-**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4131 VILLAGE "KK" WITHIN THE OLD RIVER DISTRICT, TOTALING 75 SINGLE FAMILY LOTS, CITY OF LATHROP CFD ANNEXATION NO. 25, AND 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. 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 2 of the project; and

**WHEREAS**, 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; and

**WHEREAS**, the land for the proposed Final Map for Tract 4131 is within the geographic boundaries of VTM 6716 and Stage 2B; and

**WHEREAS**, 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; and

**WHEREAS**, performance and labor & material securities have been provided with the SIA for Tract 4131 that guarantee the unfinished improvements for Village "KK", in the amount as follows; and

Unfinished Improvement Total:	\$202,900
Performance Bond (110% of Unfinished Improvements)	\$223,190
Labor & Materials Bond (50% of Performance Bond)	\$111,595

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

WHEREAS, Village "KK" needs to be annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve CFD 2013-1 City of Lathrop Annexation No. 25. CFD 2013-1 Island RD 2062 Annexation No. 25, CFD 2013-1 RIPFA Annexation No. 25 and CFD 2020-1 RIPFA Annexation No. 12, are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City; and

**WHEREAS**, River Islands Stage 2B must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lathrop that approves and accepts the following actions:

- 1. The Final Map for Tract 4131 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.
- The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2B, LLC, Annexation of the City of Lathrop Community Facilities District No. 2013-1 No. 25 (River Islands Public Services and Facilities), in substantially the form as attached to the July 11, 2022 staff report, the file executed copy will be filed with the City Clerk.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this  $11^{\rm th}$  day of July 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

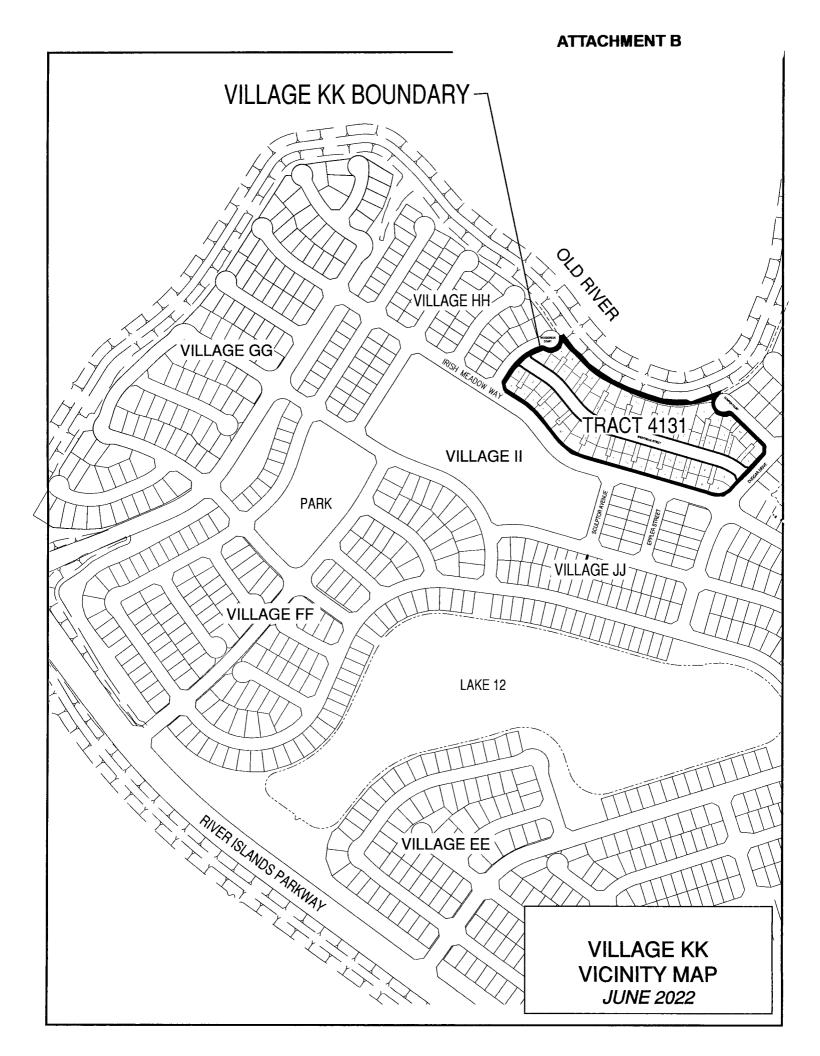
Sonny Dhaliwal, Mayor

ATTEST:

**APPROVED AS TO FORM:** 

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



### SUBDIVISION IMPROVEMENT AGREEMENT

## BY AND BETWEEN THE CITY OF LATHROP AND

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

## FOR TRACT 4131 VILLAGE "KK" 75 RESIDENTIAL LOTS

### **RECITALS**

A. This Agreement is made and entered into this 11<sup>th</sup> day of July 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 4131. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4131 (Village "KK") located within the Old River District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided by SUBDIVIDER that guarantee the unfinished improvements for Village "KK", in the amount shown in Section 8 of this Agreement.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4131 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 4131 and Village "KK" 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 4131 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 Old River neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

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

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4131 that is conveyed to a private interest not associated with the transfer of title of Tract 4131 associated with the filing of Tract 4131 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4131, or June 13, 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 \$118,300, equal to 10% of the estimated cost of the Improvements for the Village "KK" entire area (\$1,183,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

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

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

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

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

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4131 as included and described in Exhibit "E" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Unfinished Improvement Total:	\$202,900
Performance Bond (Bond No. 0799673):	\$223,190
Labor & Materials Bond (Bond No. 0799673):	\$111,595

## **Table 1 – Bond Values**

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 4131.

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 4131
- EXHIBIT B TRACT 4131 AND VILLAGE "KK" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: VILLAGE "KK" UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11<sup>th</sup> day of July 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:

BY:

Teresa Vargas Date City Clerk BY:

Stephen J. Salvatore Date City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

629-2022

Salvador Navarrete Date City Attorney

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**SUBDIVIDER** 

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

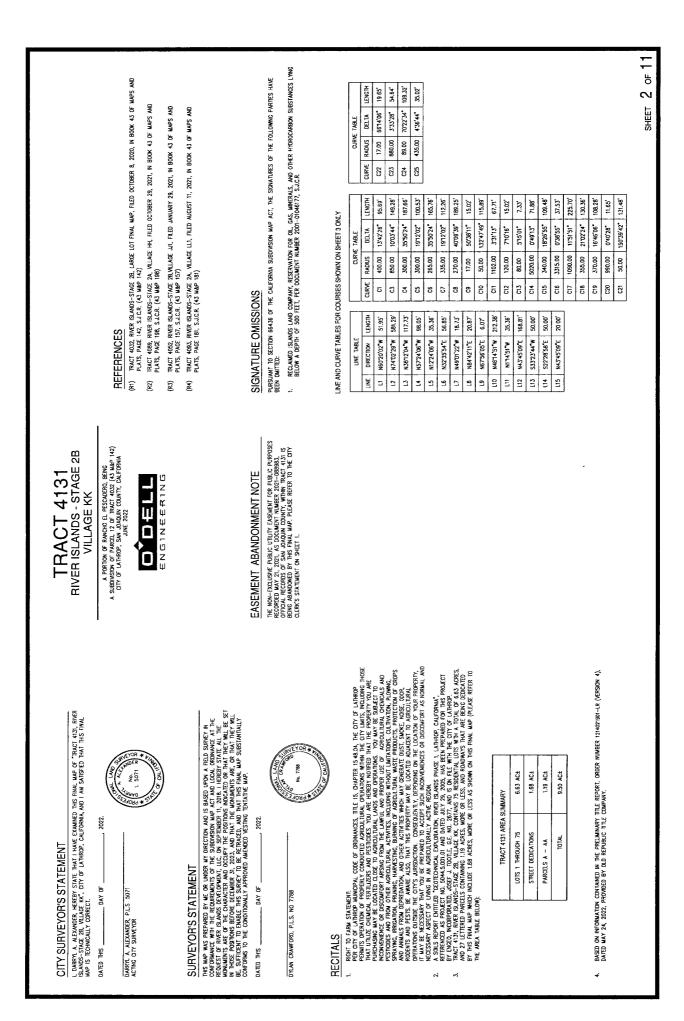
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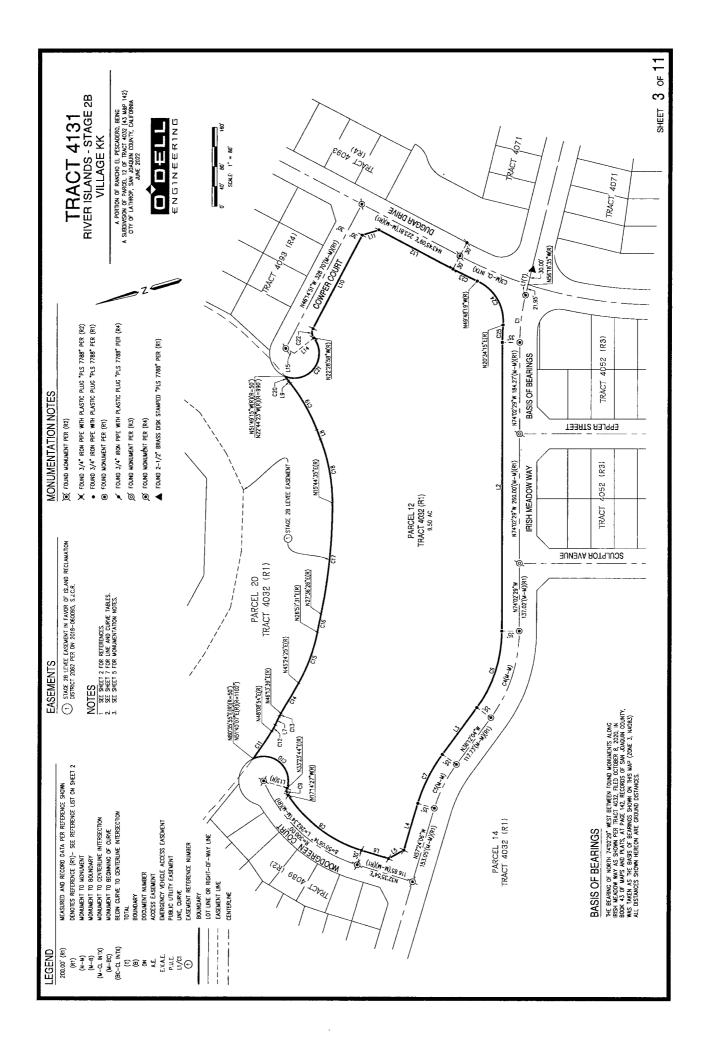
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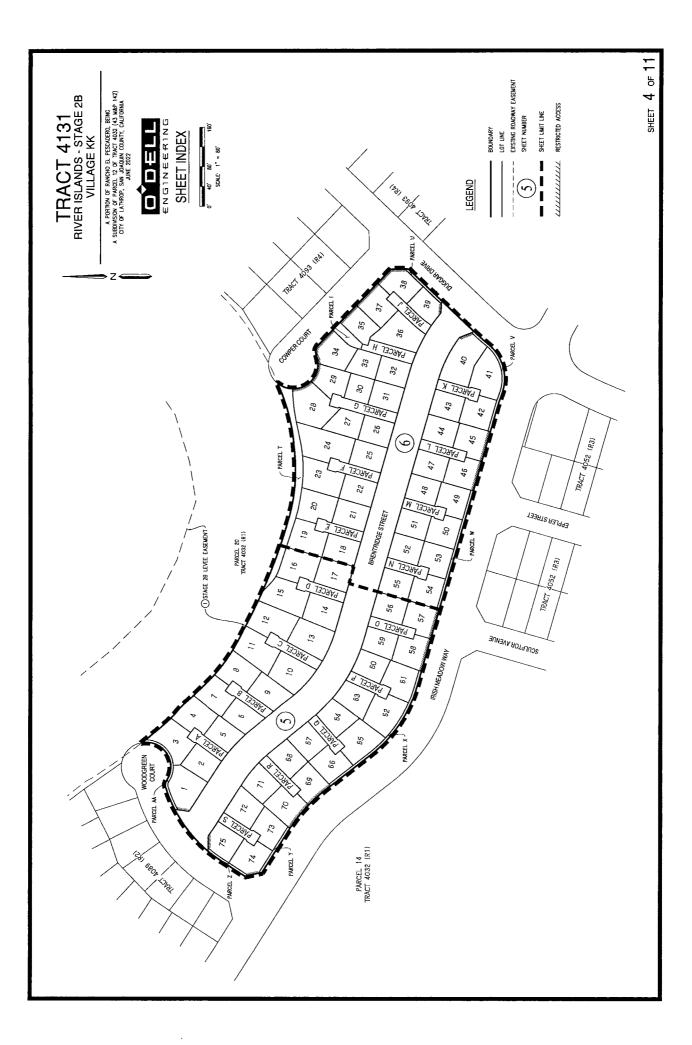
# EXHIBIT "A"

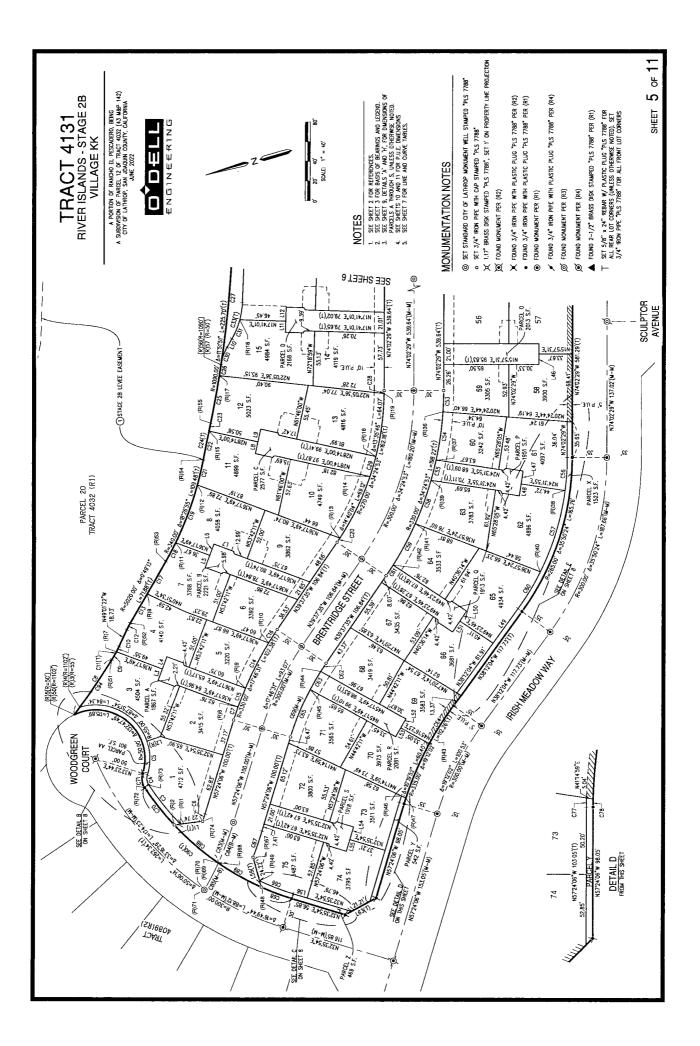
## FINAL MAP - TRACT 4131

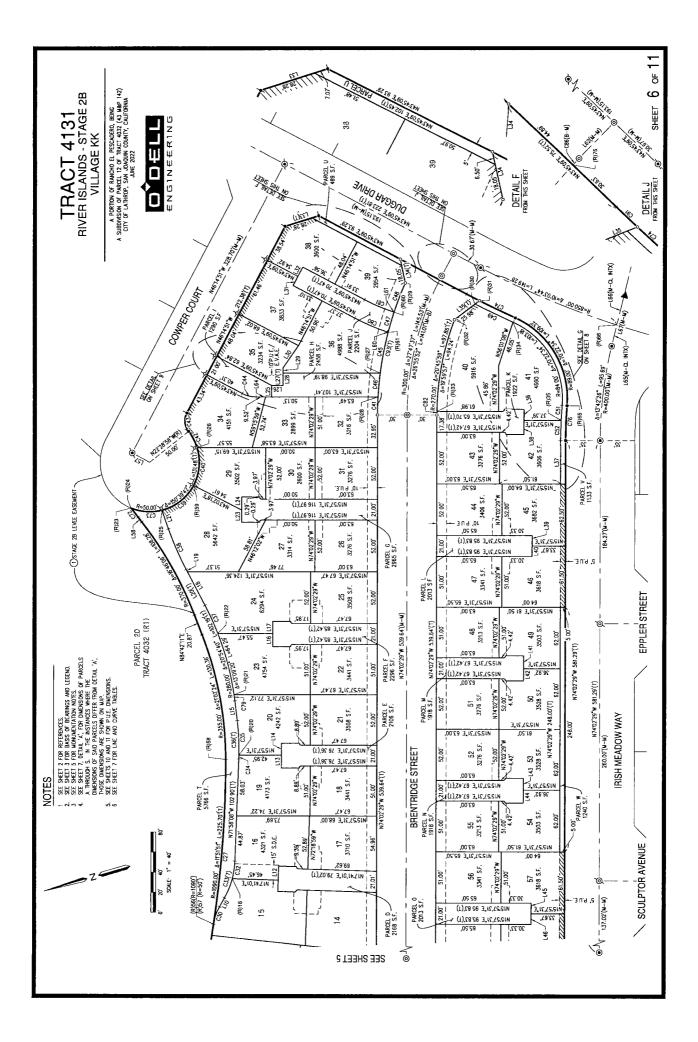
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	TRACT 4131 RIVER ISLANDS - STAGE 2B	VILLAGE KK	A SUBDASSON OF RANCIEL OF RESOURCIA REMISE A SUBDASSON OF PARETLI 20 OF THACT 4023 (43 MAP 142) OTY OF LATHERO: SUM JOUANY COUNTY CAUFORNIA		CITY CLERK'S STATEMENT	I. TRESN VARAS, DTY QLERK AND QLERK OF THE OTY COUNCIL OF THE OTY OF LATHORP STATE OF CAUFORMA, DO HERREY STATE THAT THE HERRIN EMBORED MAP ENTILLED. TRACT 433, RIVER ISLANDS- STACE 28, NLLAK KY, OTY OF ALMADRA, NONSSTING OF EARTHR (11) SHESTS, THIS STATEMENT WAS RESEARTED TO SAND OT YOU CAUNCH. AS PROVIDED BY LAW, AT METERING THEOR OF THEO ON THE RESEARCH AND SAND OT YOU CAUNCH. AS PROVIDED BY LAW, AT METERING THEOR OF THE ON THAT AND THE OTHER THAT AND THE OTHER THAT AND THAT AND THAT AND THAT AND RESEARCH AND SAND OTHER AND ALMADRA. THAT AND THAT AND THAT AND RESEARCH AND THAT AND THA	DAY OF	UTILY EASEMENTS, ALL ACCESS EASEMENTS, PARCERS A FREMOMS FOR A ACCESS AND PUBLIC UNLINES. ALL DUERCENCY VENCIE, ACCESS EASEMENTS, ALL STORM DRAM EASEMENTS, THE OEDALATION OF THE AROLAND WATER REALS, THE CORDUCTION OF PARCERS U HANCLEAF ALL MEE AND ACCEPTED THE OFFER ADD CORDUCTION OF BERLINGTOSE STREFT AS A DOMO ON SUMD AS BLACET TO THE MARCHENTS BING CORDENTING AND REAL ADAPTER IN. THE IS IS OF THE CYLOP AT AND AND ACCEPTED ADD.	UMPETED IN ACCOMPANCE WIN CONVERTING, MILE INTO OF THE CULTUR CONTINUE ADVICTOR ADVICED. ALSO, PUESIANT TO SETTING 66.44(6) FOR FEGALISORA SIBDINGSION MAR ACT, THE CITY OF LITHROP DISE HERBY ARANOW THE NAM-EXCLUSIVE PRELIC UTILITY EXEMPLITY FOR PUELE UNPORSES RECORDED MAY 71, 2021, AS DOCUMENT NUMBER 2021-089983, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MIHIN THE PRIVILATION FOR THIS CAME INFO	In company of that all bods as requere by law to accompany the within MAP. If Applicable, have been approved by the city council of latherd and filed in WY office.	TERESA VARGAS GITY GLERK AND GLERK OF THE CITY OF LATHROP, COUNTY OF SAM JOAQUAN, STATE	OF CALIFORNIA	ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE) A NOTARY PUBLIC OF OTHER OFFICER COMPLETING THAN DOWN THE DEVENTY OF THE NONDULATING SOUTH OF THAN THOUS OFFICIATE IS ATTACHED. AND NOT THE THINDLUES. ACCARACY: OF AUJOINT OF THAN TOOLOGEN	STATE OF CALIFORNIA ) COUNTY OF SAM JORDIN )	ON TARY PUBLIC, PERSONALLY APPE/RRC WE ON THE BASS OF SATISFACTORY EMBELSION OF THE PERSON(S) WHOSE MANE(S) IS/ARE SUBSORIED TO WE ON THE BASS OF SATISFACTORY EMBERS: TO BE THE FERSON(S) WHOSE MANE(S) IS/ARE SUBSORIED TO THE WITHIN INSTRUMENT, THE AND ACMONDERED TO BE THAT IF SCHETCHTE RECENT THE FAME IN HIS/PERSON(S), THE RATINGTED LOCATIVIDES, AND THAT THE YHE/ARE/THER SCHATTARE(S) ON THE INSTRUMENT THE PERSON(S), OR THE RATINGTED LOCATIVIDES, AND THAT THE YHE/ARE/THER SCHATTARE(S) ON THE INSTRUMENT THE PERSON(S), OR THE RATINGTED LOCATIVIDES, AND THAT THE YHE/ARE/THER SCHATTARE(S) ON THE INSTRUMENT THE PERSON(S), OR THE RATINGTED LOCATIVIDES, AND THAT THE THE SCHATTARE (S) ON THE INSTRUMENT THE PERSON(S), OR THE RATINGTED LOCATIVIDES), AND THAT THE THESEN(S) ACTO, EXECUTED THE INSTRUMENT THE PERSON(S), OR THE RATINGTED LOCATIVIDES), AND THAT THE THESEN(S) ACTO, EXECUTED THE INSTRUMENT THE PERSON(S), ACTO, EXECUTED THE PERSON(S) ACTO, EXECUTED THE INSTRUMENT.	I certify under Peralty of Perality under the Laws of the state of Cauforna that the forecong Paragraph is true and correct.	w Thess wy handd Signature Name (Provid)	WHAT COURT OF EXAMPSES	EXEMPT REAM FEE PER GOVERNMENT CODE 27388.1, DOCUMENT RECORDED IN CONVECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX
OWNER'S STATEMENT	HE UNDERSORED, DOCS HEREDY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD DUCS HEREDS IN THE LONGENERATION AND EXERCISATION HERE ACCOUNT OF THE OF THE DUCSONE DUCLE OF THE DUCSONE OF THE OF THE DUC TO THE REPORT OF ADDITIONAL ADDITICONAL ADDITIONAL	THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEWENT FOR PUBLIC PURPOSES. 3. TO THE CITY OF LATTHODP FOR PUBLIC REVIT-OF-WAY PURPOSES. THOS' PORTIONS OF SAID LANDS	DESIGNATED ON SAUD MAP AS BRENTENDIC STREET AS SHOWN ON THAS FINAL MAP TO THE CITY OF LUTINDO FOR ACCESS AND PUBLIC UTLIFUE UNDESS TRAVEL AND SO SAUD LANDS 2. TO THE CITY OF LUTINDO THE SA PARCILS A THROUGH S AS SHOWN ON THIS FINAL MAP.	<ol> <li>A NON-EXCLUSIVE EASEMENT TO THE OTT OF LATHROP. TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT REPARA NON LWATTAN, POLES, WRES, CABLES, PPES, AND CONDUTS AND THOR APPLIFEXANCES LIPPAN, ONE AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS FLIL, FURDADIN LUTLY EASEMENT).</li> </ol>	4. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP FOR EMERGENCY NENGLE ACCESS PARPOSES ACROSS THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT).	<ol> <li>A NON-EXCLONG EASEMENT TO THE DITY OF LATHORP. TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAR AND LIMITIAN, PPELMES, DRAINAGE SYSTEMS AND THER APPHTENANCES RECONSTRUCT REPAR AND LIMITIAN, PPELMES, DRAINAGE SYSTEMS AND THER APPHTENANCES (STORM DRAIN EASEMENT).</li> </ol>	The real property described below is dedicated in fee for public purposes. 1. Parcels u Through an to the city of latingop for purposes of open space, landscamic, public Unitides, frore amn'enance, and appurenances threfor, for the braft of the public, as shown on the sinal land	to ensure municipal water services to all lots shown upon this wap, all oround water rights that the underscaped way have within the distinctive boncer upon this wap, hereby are dedicated to the city of laterdo.	PLACELS A THROUCH 5 AS ACCESS LOIS WILL BE TRANSFERRED TO HOWEOWERS ASSOCIATION BY SEPARATE DOCUMENT SUBSCUENT TO THE RECORDING OF THIS FAML, MAP. THE UNDERSORED DOES HEREP RELAVOUSING TO THE CITY OF THROP MALL ABUITERS RIGHT OF ACCESS TO LOIS 1.24 33 44.35 37.35 37.35 46.57 56.65 77 34.400 75.400 FG FG INDERS RIGHT OF ACCESS TO LOIS	THE SWARD (111111111) AS SHOWN ON THIS FAMIL MAY. THE UNDERSONED DOES HEREBY RESERVE PARCEL 1 AS SHOWN ON THIS MAP. SAUD PARCEL IS NOT DEDICATED HEREON, BUT MIL BE COWPERED TO SKAND RECLAMATION OSTINGT NO. 2062 BY SEPARATE DOCUMENT SUBSEMPTION THE ALMEN OF THIS FILMA MAP.	OWNER: RIVER ISLANDS STACE 28, LLC, A DELAWARE LMITED LABILITY COMPANY.	BY: SIJSAN DELL'05SO DATE DATE TIS. PRESIDENT	TRUSTEE'S STATEMENT OD REVERC TILE COMPANY, AS TRUSTEL, UNCR THE OED OF TRUST RECORDD DECEMBER 22, 2016 AS DOCUMENT NUMBER 2016-19805, AND AS DENDED IN DOCUMENT RECORDD DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-192771, AND TRUFTER AMENDED IN DOCUMENT RECORDD APRIL 15, 2020 AS DOCUMENT NUMBER 2020-04606, OFFICIAL RECORDS OF SAN JOAQUIN COMPT.	DATED THIS DAY OF 2022. BY: INME	ACKNOWLEDGEMENT CERTIFICATE (OWNER) A WOTARY PUBLIC OFFORT COMPLETING THIS REFINCATE VERSES ONLY THE IDENTITY A WOTARY PUBLIC ON SOURCE TO COMPLETING WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT	STATE OF CALIFORMIA COUNTY OF SAN UDAQUAN	NOTARY PUBLIC, PERSONALLY APPEARED, 2022 BEORE ME. WE AND PARSON OF DEPENDENCIAL PARSONALLY APPEARED TO A NOTARY PUBLIC, PERSONALLY APPEARED TO DE THE PERSON(S) WARGE NAMES) SAVIAS ADDREADED TO DE THE MANA MARTAURARY, AND AXXMOMEDED TO URE THAT MELSIAL PARSONAL TO A NOTARY PARSONAL PARSONAL DA NOTARY PARSONAL PARSONAL PARSONAL DA NOTARY PARSONAL PARSON	טי והיב נאוונו טריסו אבראנטי הי אייראל וויוני צרוכאירען אבונען. באבטעובט וויג שאוואטאנאיו. ו במדור עוטרפא פראנטי סף בידעומי שוטרפא זויב נעוטי סיד וויב גיגד סר כעורסאוא זויגו זויב רסובכטווט העמאמאריו ג' דועוט: אווזאביג איר אואני:	SIGNATURE: MARE (ENIX): PRINCIPAL CONTY OF BUSINESS. WY COMMISSION LUNES.





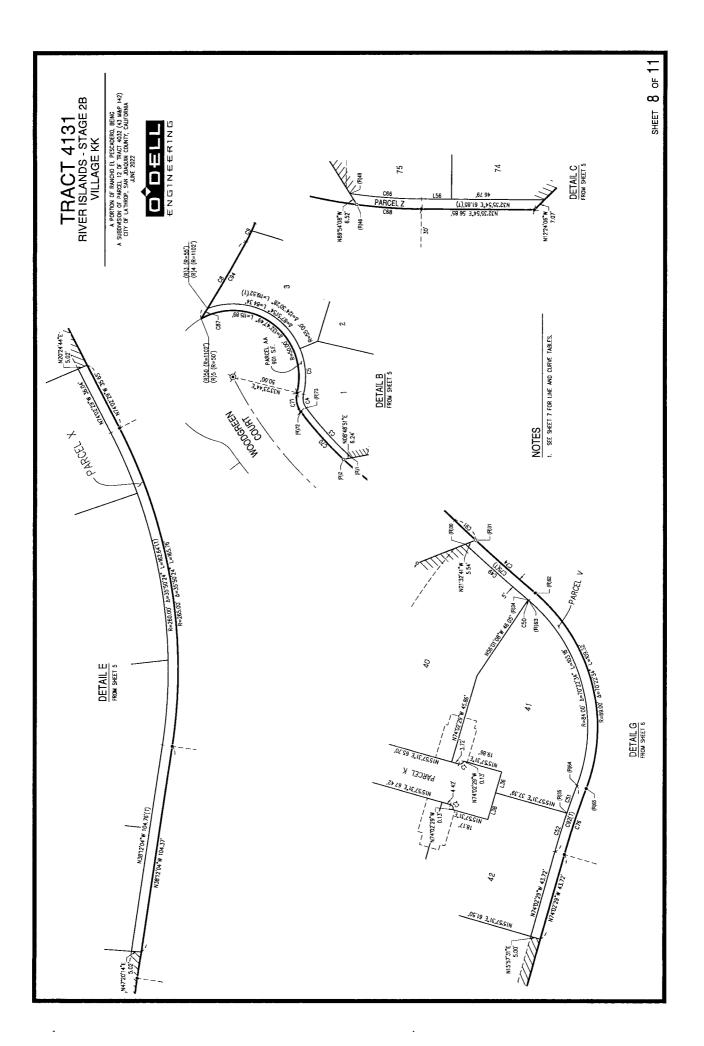


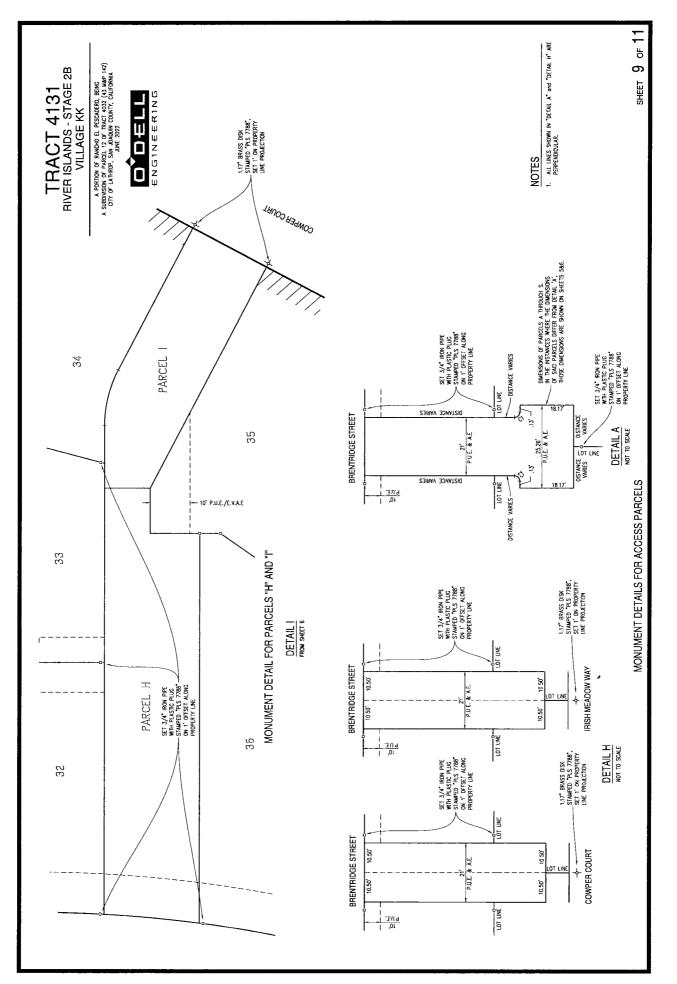


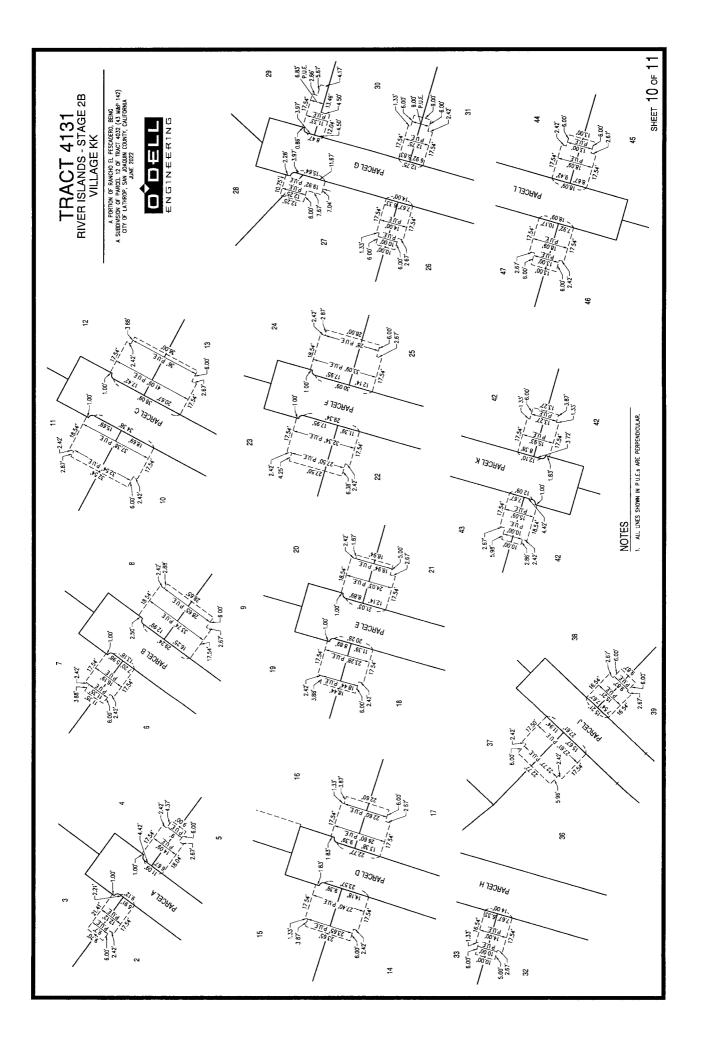


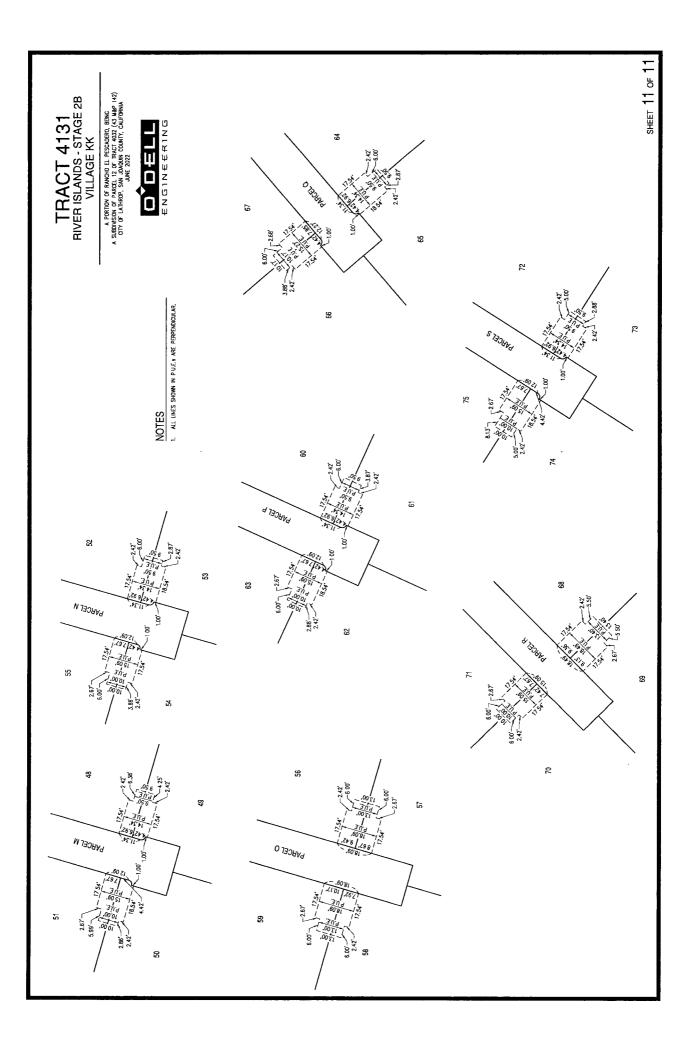
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TRACT 4131 RIVER ISLANDS - STAGE 28 VILLAGE KK A PERTAN OF RANCIO EL FESLOREA, BENC A PERTANO A PERTAN	CURVE         ABLE           CURVE         RA0UIS         DGLTA         LINGHH           CBN         DGLTA         LINGHH         206           CBN         IBSDOG         943'15         22.06'           CBN         JBDOG         943'15         22.06'           CBN         300.00'         145'0'1         7.3.32'           CBN         300.00'         95'5'2'         43.14'           CBN         300.00'         95'5'2'         43.14'           CBN         300.00'         07'8'2'         9.01'           CBN         300.00'         07'4'         4.52'           CBN         1102.00'         07'5'5'2'         8.57'           CBN         1072'05'         49.65'         186.25'           CBN         1072'05'         49.65'         145.4'           CS1         188.0.0'         078'4''         13.5.42'           CS3         33.0.00'         73'5'4''         13.5.42'           CS4         1102.00'         73'5'4''         13.5.42''           CS4         1102.00'         73'5'4''         13.5.42''           CS4         1102.00'         37'''''         135.42''''''''''''''''''''''''''''''''''''	
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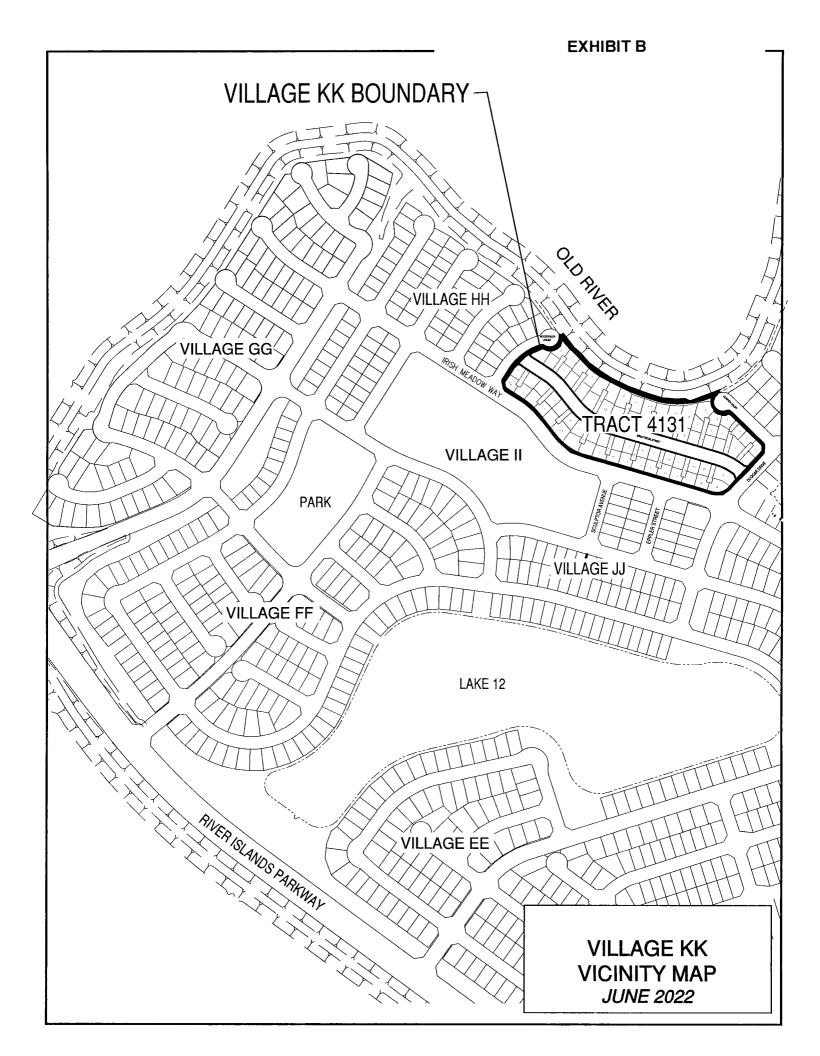






## EXHIBIT "B"

## TRACT 4131 VILLAGE "KK" AREA



## EXHIBIT "C"

## **CITY INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2022

								5/	24/2022
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVEL Y SURAI	' OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED E	Y THE	POLICIES
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to th	e tei	rms and conditions of th	ne polic	y, certain p	olicies may			
PRODUCER				CONTA					
Alliant Insurance Services, Inc.				NAME: PHONE		anchez	FAX		
333 S Hope St Ste 3750				(A/C, No E-MAIL		0	(A/C, No):		
Los Angeles CA 90071				ADDRE		Sanchez@all			·····
									NAIC #
			License#, 0C36861	INSURE	RA: United S	Specialty Insu	rance Co.		12537
River Islands Stage 2B, LLC			RIVEISL-01	INSURE	RB:				
73 W. Stewart Road				INSURE	RC:				
Lathrop, CA 95330				INSURE	RD:				
				INSURE	R E :				
			· · · · · · · · · · · · · · · · · · ·	INSURE	RF:				
COVERAGES CER	TIFIC	ATE	NUMBER: 103023025				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	Equir Pert/	emei Ain, Sies	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPECT	י סד דכ	WHICH THIS
INSR TYPE OF INSURANCE	INSD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY			ATN2117764P		3/19/2021	3/19/2024	EACH OCCURRENCE	\$ 2,000	,000
CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$0	
							MED EXP (Any one person)	\$0	
							PERSONAL & ADV INJURY	\$ 1,000	,000
GEN'L AGGREGATE LIMIT APPLIES PER.							GENERAL AGGREGATE	\$2,000	,000
POLICY X PRO- JECT LOC			1				PRODUCTS - COMP/OP AGG	\$ 2,000	,000
OTHER								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	-
ANY AUTO				1			BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
							· · · · · · · · · · · · · · · · · · ·	\$	
UMBRELLA LIAB OCCUR							EACHOCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$								\$	
WORKERS COMPENSATION							PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE							E L EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED?	N/A						E L DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below							E L. DISEASE - POLICY LIMIT		
								·	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if mor	e space is requir	ed)		
Re: FM 4131 City of Lathrop, its officers, City Council, bo	ards a	and c	ommissions and members	thereof	f its employe	es and agent	s are included as Addition	al Insu	reds as
respects to General Liability. General Liability	ity sha	all be	Primary and Non-Contribu	utory wil	th any other i	insurance in f	orce for or which may be p	ourchas	ed by City of
Lathrop, its officers, employees and agents	•								
CERTIFICATE HOLDER				CANC	ELLATION	·			
				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.		
City of Lathrop									
390 Towne Centre Drive Lathrop CA 95330				AUTHOR	RIZED REPRESE	NTATIVE			
				1/	11:	nets			
				Yus		utri			
					© 19	88-2015 AC	ORD CORPORATION.	All righ	nts reserved.

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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Drganization(s) City of Lathrop, its officers, City Council, boards and commissions and members thereof, its mployees and agents 90 Towne Centre Drive athrop, CA 95330	Location(s) Of Covered Operations As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
--	---

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

The insurance afforded to such additional insured only applies to the extent permitted by law; and
 If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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:

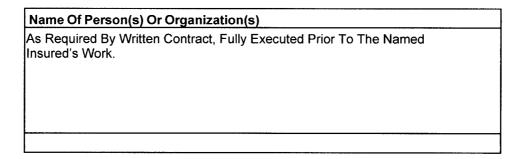
a. (1) The Additional Insured is a Named Insured under such other insurance;

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.



All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

## UNITED SPECIALTY INSURANCE COMPANY

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### VEN 064 00 (01/15)

## THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

#### SCHEDULE Name and Address of Other Person/Organization

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330

Number of Days Notice

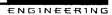
30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4131 Village "KK"

# EXHIBIT "D"

# UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "KK" – FULL IMPROVEMENT COST



June 24, 2022 Job No.: 25504-92

#### ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - Stage 2B VILLAGE KK (75 LOTS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price	Amount
1	Sanitary Sewer Raising Iron (0% Completion)	1	LS	\$	4,000.00	\$ 4,000.00
2	Storm Drain Raising Iron (0% Completion)	1	LS	\$	1,600.00	\$ 1,600.00
3	Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$	3,500.00	\$ 3,500.00
4	Joint Trench (60% Completion)	1	LS	\$	59,800.00	\$ 59,800.00
5	AC Paving (0% Completion)	1	LS	\$	109,000.00	\$ 109,000.00
6	Striping & Mounments (0% Completion)	1	LS	\$	25,000.00	\$ 25,000.00
		TOTAL	соѕт	то	COMPLETE	\$ 202,900.00

Notes:

1) Estimate for cost to complete based on contractor's note for Village KK dated 6/22/2022



#### DRAFT ENGINEER'S OPINION OF PROBABLE COST VILLAGE KK - 75 LOTS STAGE 2B RIVER ISLANDS CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 3, 2021 Job No.: 25504-92

Item	Description	Quantity	Unit		Unit Price		Amount
	SITE PREPARATION						
1	Mobilization <sup>5</sup>	1	LS	\$	90,000.00	\$	90,000.00
2	Clearing, Grubbing, Stripping, and Site Preparation	10	AC	\$	1,000.00	\$	10,000.00
3	Erosion Control	10	AC	\$	2,500.00	\$	25,000.00
4	Demolition (budget)	1	LS	\$	20,000.00	\$	20,000.00
	a) Demo Pavement	140	SF	-		-	
	b) Vertical Curb and Gutter (with AB cushion)	232	LF	-		-	
	c) Concrete Sidewalk	475	SF	-		-	
	d) Field Inlet	3	EA	-		-	
	e) Catchbasin	1	EA	-		-	
	e) 15" Storm Drain Pipe	32	LF	-		-	
	f) 24" Storm Drain Pipe	77	LF	-		-	
	g) 8" Sanitary Sewer Pipe	105	LF	-		-	
	h) 8" Water Pipe	155	LF	-		-	
	g) Streetlights (remove and relocate)	2	EA	-		-	
	Subtotal Site Preparation					\$	145,000.00
	Grading						
5	Earthwork	15,600	CY	\$	5.00	\$	78,000.00
6	Retaining Wall	375	SF	\$	25.00	\$	9,375.00
7	Finish Pads	75	EA	\$	600.00	\$	45,000.00
	Subtotal Grading					\$	132,375.00
	STREET WORK						
8	Fine Grading	76,200	SF	\$	0.45	\$	34,290.00
9	4.5" AC Paving	38,200	SF	\$	2.25	\$	85,950.00
10	8" Aggregate Base	38,200	SF	\$	1.20	\$	45,840.00
11	Vertical Curb and Gutter (with AB cushion)	725	LF	\$	15.00	\$	10,875.00
12	Rolled Curb and Gutter (with AB cushion)	2,280	LF	\$	15.00	\$	34,200.00
13	Concrete Sidewalk	11,700	SF	\$	5.00	\$	58,500.00
14	Driveway Approach	19	EA	\$	600.00	\$	11,400.00
15	Handicap Ramps	4	EA	\$	2,500.00	\$	10,000.00
16	Survey Monuments	8	EA	\$	300.00	\$	2,400.00
17	Traffic Striping & Signage	2,000	LF	\$	5.00	\$	10,000.00
18	Dewatering (budget)	1	LS	\$	85,000.00	\$	85,000.00
	Subtotal Street Work					\$	388,455.00

6200 STONERIDGE MALL ROAD SUITE 330, PLEASANTON CA 94538 + P. 925 223.8340 + F 209 571.2466

em	Description	Quantity	Unit	Unit Price	Amount
	STORM DRAIN				
19	Catch Basins (curb inlet type 1 over type I manhole base)	6	EA	\$ 2,800.00	\$ 16,800.00
20	Catch Basins (type c inlet over type I manhole base)	6	EA	\$ 2,800.00	\$ 16,800.00
21	Catch Basins (type a inlet over type II manhole base)	1	EA	\$ 5,000.00	\$ 5,000.00
22	Field Inlet (type C inlet)	5	EA	\$ 2,800.00	\$ 14,000.00
23	12" Storm Drain Pipe (polypropylene)	810	LF	\$ 15.00	\$ 12,150.00
24	15" Storm Drain Pipe (polypropylene)	1,140	LF	\$ 18.00	\$ 20,520.00
25	18" Storm Drain Pipe (polypropylene)	220	LF	\$ 25.00	\$ 5,500.00
26	24" Storm Drain Pipe (polypropylene)	825	LF	\$ 31.00	\$ 25,575.00
27	Manholes (type I)	2	EA	\$ 3,000.00	\$ 6,000.00
28	Manholes (type II)	1	EA	\$ 5,000.00	\$ 5,000.00
29	Connect to Existing	2	EA	\$ 1,700.00	\$ 3,400.00
30	Storm Drain Stub & Plug	17	EA	\$ 1,000.00	\$ 17,000.00
	Subtotal Storm Drain				\$ 147,745.00
	SANITARY SEWER				
31	8" Sanitary Sewer Pipe	1,125	LF	\$ 28.00	\$ 31,500.00
32	Manholes	7	EA	\$ 4,000.00	\$ 28,000.00
33	Cleanouts	36	EA	\$ 500.00	\$ 18,000.00
34	4" Sewer Service Lateral	74	EA	\$ 600.00	\$ 44,400.00
35	4" Sewer Service Lateral off Existing Main (at Lot 1)	1	EA	\$ 1,000.00	\$ 1,000.00
36	6" Sewer Service Line	18	EA	\$ 1,000.00	\$ 18,000.00
37	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
	Subtotal Sanitary Sewer				\$ 143,900.00
	WATER SUPPLY				
38	8" Water Line (including all appurtenances)	1,280	LF	\$ 32.00	\$ 40,960.00
39	Water Service to Pods <sup>3</sup>	36	EA	\$ 4,000.00	\$ 144,000.00
40	Individual Water Service <sup>4</sup>	6	EA	\$ 2,000.00	\$ 12,000.00
41	Fire Hydrants	3	EA	\$ 4,000.00	\$ 12,000.00
42	Resilient Gate Valve	5	EA	\$ 1,550.00	\$ 7,750.00
43	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00

TOTAL CONSTRUCTION COST (nearest \$1,000) \$ 1,183,000.00

#### Notes:

1) This estimate does not include surveying, engineering, landscaping, dry utilites, irrigation, or street trees

2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

3) Unit prices assumed to include two 2" water services to each pod Each service has one water manifold with two 1" water meters.

4) Single water services are located at Lot 1, Lot 40 and at Pods 7, 8 and 9. Single water services at Pods 7, 8 and 9 are in addition to the manifold water service.

5) Mobilization assumed to be 8% of construction cost.

July 11, 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 4131; Escrow No. 1214021901

Dear Lori:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of River Islands Stage 2B, LLC, a Delaware limited liability company ("*RIS2B*") and the City of Lathrop ("*City*") in connection with the above-referenced escrow ("*Escrow*"). The Escrow was opened in connection with recordation of the above-referenced final map ("*Final Map*"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "*Transaction*." Old Republic Title Company is referred to as "you" or "*ORTC*."

# A. Date for Closings

The Final Map will be recorded at the time designated by RIS2B as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 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, 2023, 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 4131, executed and acknowledged by the City (provided to title by City).

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 25 (provided to title by City).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIS2B).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIS2B).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) (provided to title by RIS2B).

The documents listed in Items B.1, B.2, B.3, B.4 and B.5 above are referred to as the "*Recordation Documents*." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

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

## C. Funds and Settlement Statement

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

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$33,259.50**, 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 **\$3,501.00** multiplied by 9.50 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

# D. <u>Closing Requirements</u>

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (<u>sdellosso@riverslands.com</u>); (b) Debbie Belmar (<u>dbelmar@riverislands.com</u>); (c) Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>); (d) Salvador Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), and have confirmation (by telephone or email) from Susan Dell'Osso and 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 Brad Taylor at the email addresses set forth above; and

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

# E. <u>Closing Process and Priorities</u>

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

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;

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

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

E.5. Notify Susan Dell'Osso (<u>sdellosso@riverslands.com</u>), Debbie Belmar (<u>dbelmar@riverislands.com</u>), Brad Taylor (<u>btaylor@ci.lathrop.ca.us</u>), Sandra Lewis (<u>slewis@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@sigov.org</u>) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2B, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, 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

## 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:	

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

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

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

## TWENTY-FIFTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 25

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

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

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

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

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

Dated: \_\_\_\_\_, 2022.

By: \_\_\_\_\_\_City Clerk, City of Lathrop

## EXHIBIT A

#### CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES) ANNEXATION NO. 25 ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. 25 TO CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES) San Joaquin County

	San Joaquin County
Name(s) of Property Owner(s)	Assessor's Parcel No.

RIVER ISLANDS STAGE 2B, LLC 73 W. STEWART RD., LATHROP, CA 95330 213-470-12

## EXHIBIT B

## CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES) ANNEXATION NO. 25

## MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

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

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

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

## MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

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

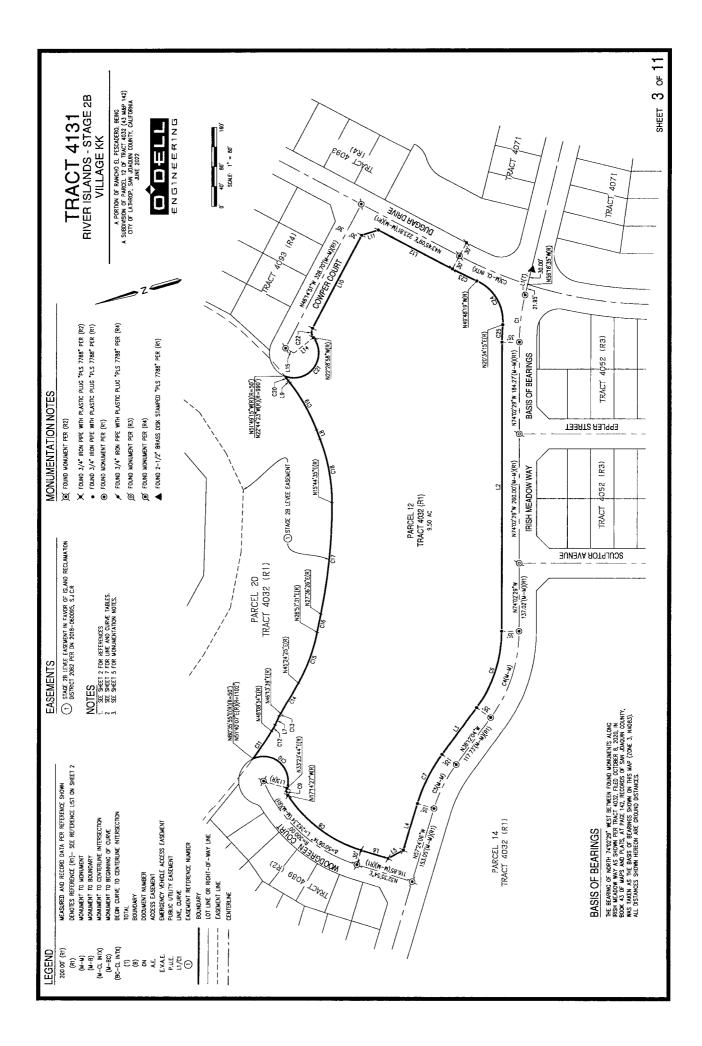
		Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year
Type of Property	Lot Size	2013-14)*	2013-14)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00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

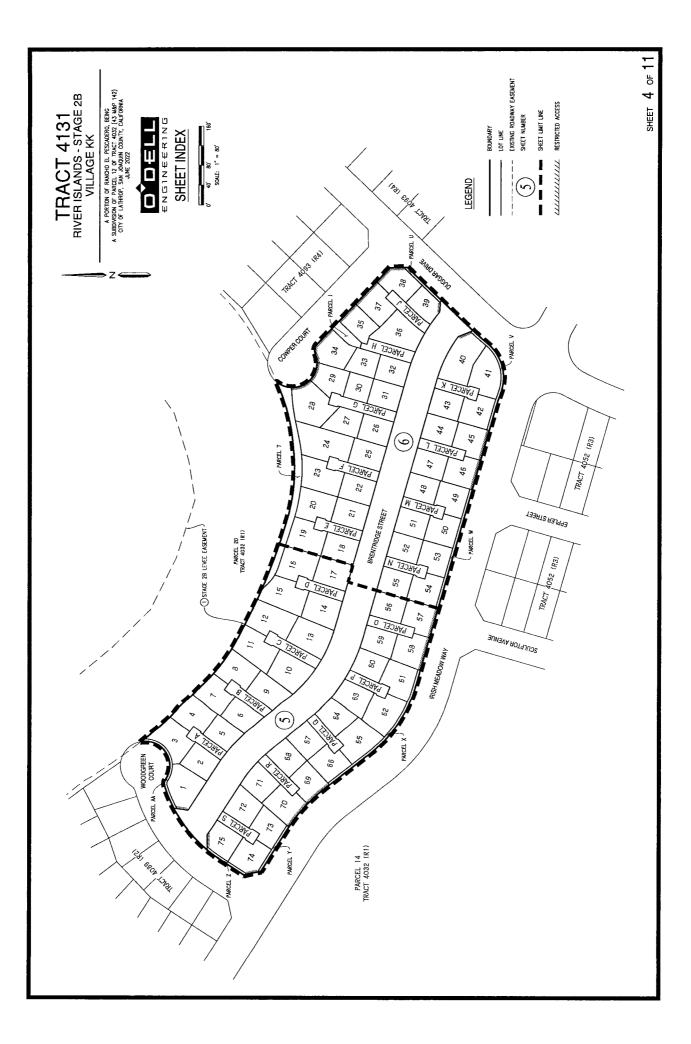
\* On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special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

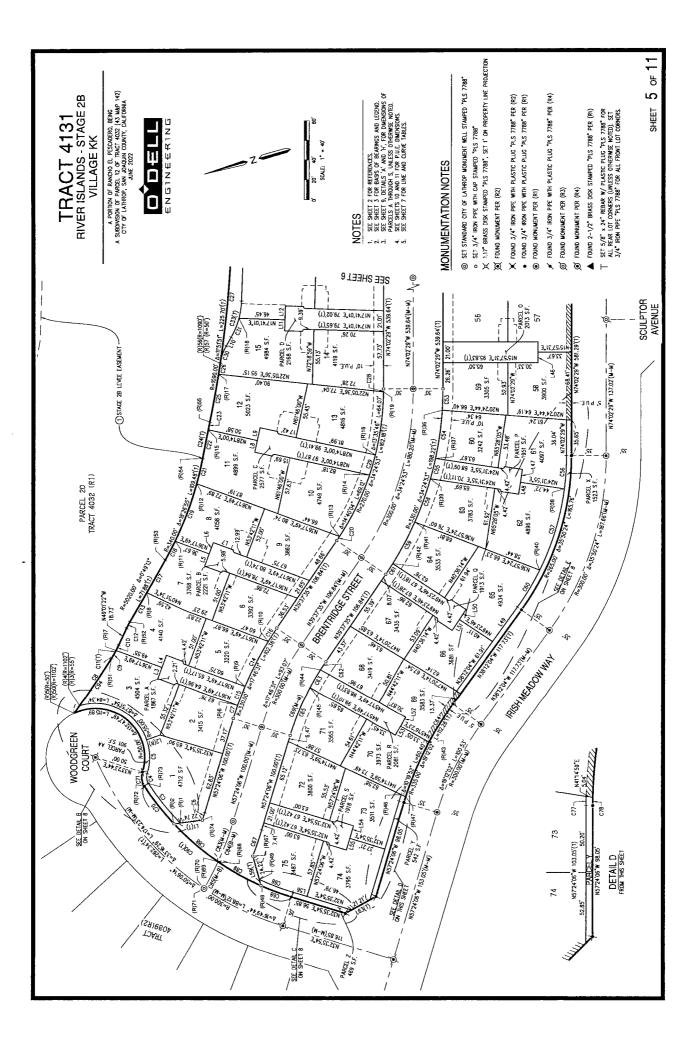
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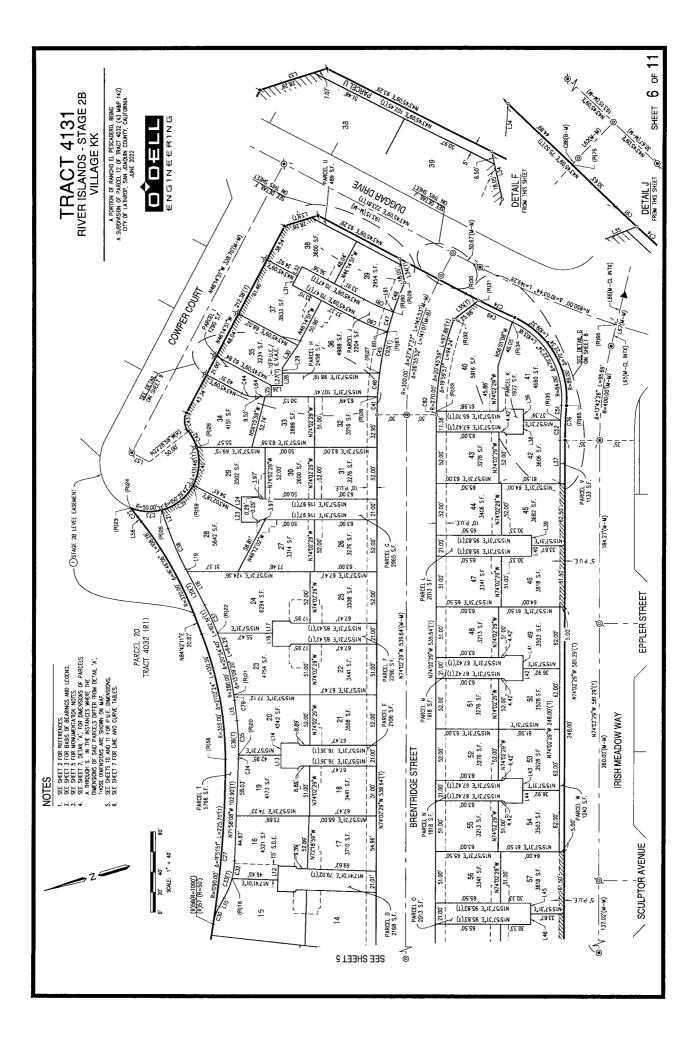
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4. BASED ON INFORMATION . Dated May 24, 2022, pr	gased on information contaned in the preliminary the rep oated way 24, 2022, provided by Old Republic The Company.	ile report, order num ompany.	report, order Numbr 124421801-lr (version 4). Any		CIB         355.00         2170224*         130.36*           C19         370.00         1646766*         108.32           C20         990.00         0740236*         11.6.5*           C21         50.00         15003942*         131.48*
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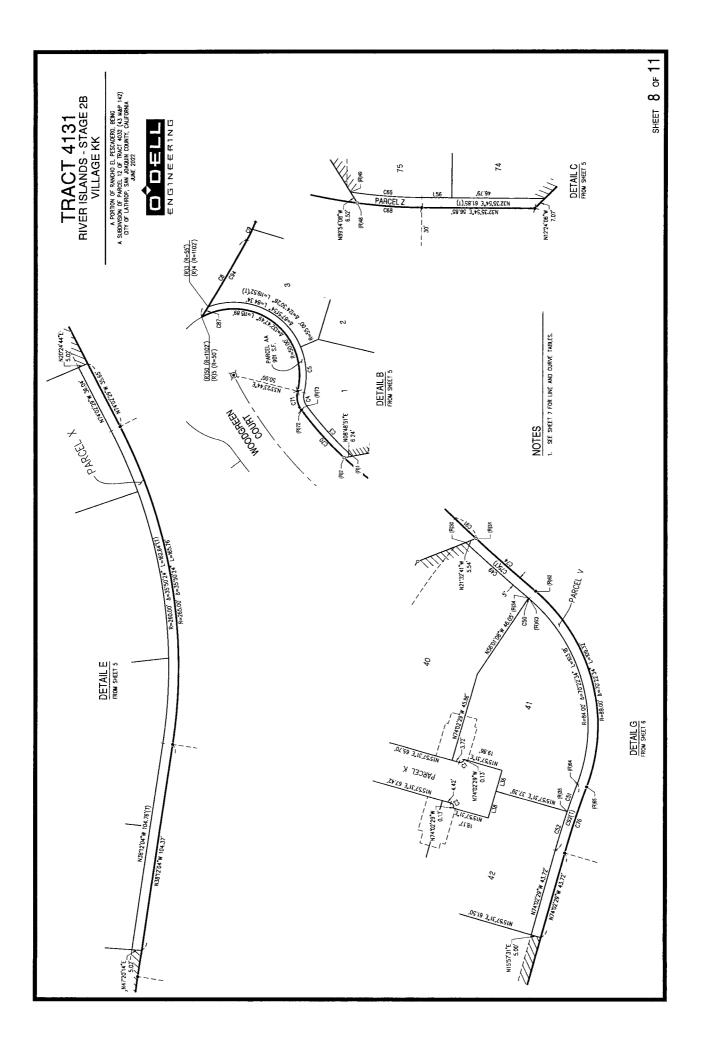


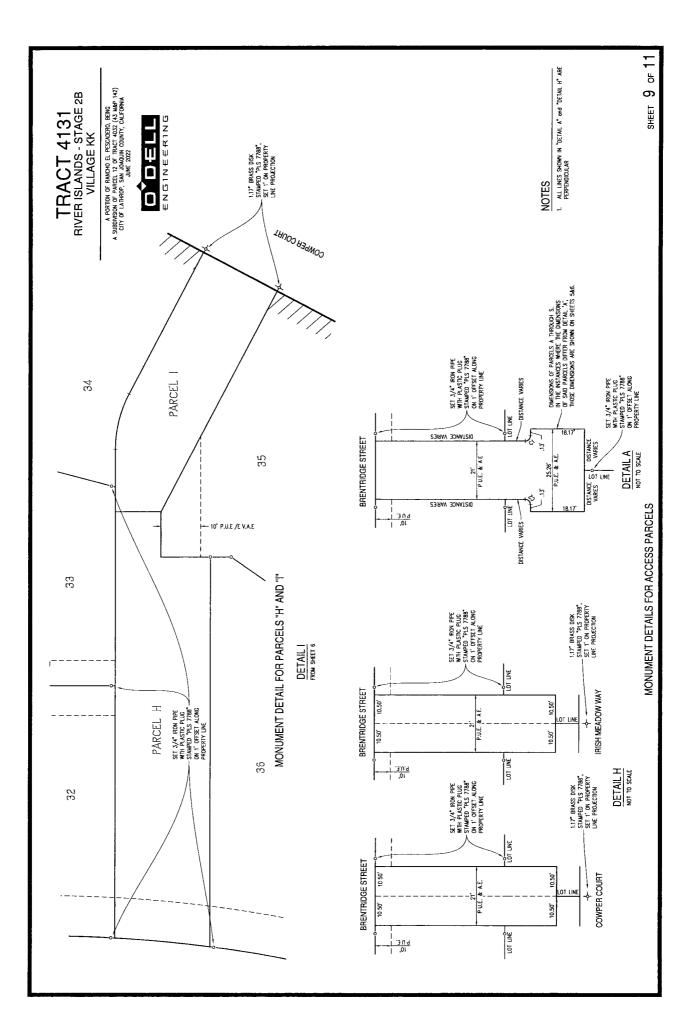


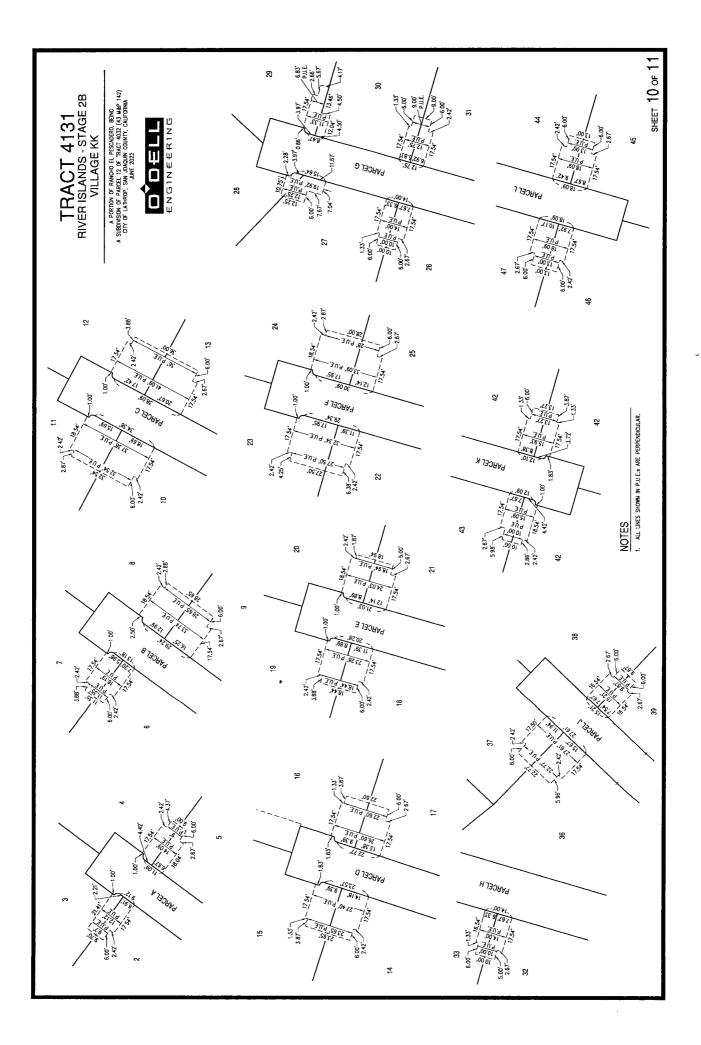


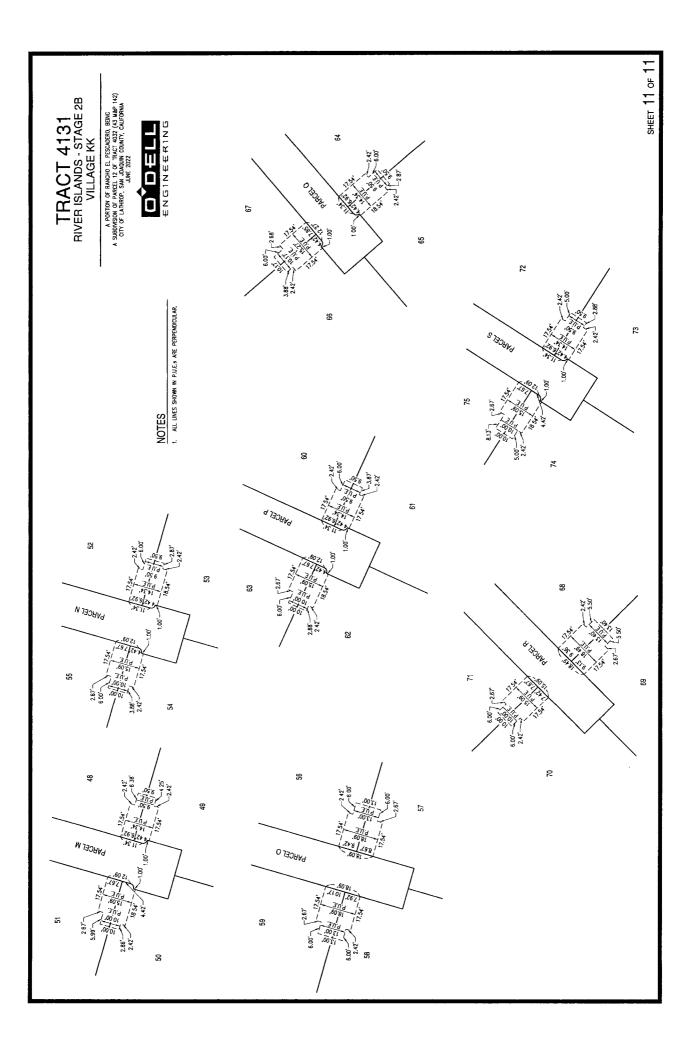
4131 - STAGE 2B E KK ESCAGEA, EDNG RECTAGE (2B WE 142) 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	знет 7 оғ 11
TRACT 4131 RIVER ISLANDS - STAGE 28 VILLAGE KK A PORTRIN OF RANCHO EL RESOURCE, ENC. A PORTRIN OF RANCHO EL RESOURCE, ENC. A DOUT OF A D	CURVE         TABLE           CURVE         RAOUS         0CLA         LCNGH           CUR         188.00         943'13'         32.05'           CB2         270.00         944'13'         3.16''           CB3         300.00         944'13'         3.16''           CB4         300.00         944'21'         4.3.4'           CB5         300.00         914'21'         4.3.4'           CB5         300.00         914'21'         4.3.4'           CB5         300.00         914'21'         4.3.4'           CB6         270.00         102'40'         4.8.5'           CB6         270.00         056'4''         4.8.5'           C90         257.00'         256'4''         4.8.5'           C91         257.00''         256'4''''         4.9.5'''           C93         30.00''''         254'4''''''''''''''''''''''''''''''''''
CURVE         I.A.I.C.           CURVE         RAUUS         DELTA         I.M.C.           CUT         JADUS         DELTA         I.M.C.           C21         JADOS         222         J315.00'         7.92'28'         28.10'           C22         J315.00'         0'90'27'         8.16'         1.12'         1.25'           C23         J315.00'         0'90'27'         8.16'         1.25'         2.96'           C24         J315.00'         0'90'27'         8.16'         1.27'         2.66'           C25         1090.00'         7'37'2'         4.66'         1.27'         2.96'           C27         1090.00'         7'37'2'         1.8.12'         1.8.12'         1.8.12'           C27         1090.00'         7'37'2'         1.8.12'         1.8.12'         1.8.12'           C28         2000'         9'4'1'1'         1.7.8'         2.99'         1.8.5'           C31         80.00'         2'3'5''         1.8.5''         2.90''         1.8.5''           C31         80.00'         2'3'5'''         1.8.5'''         2.90''         1.8.5''           C32         2000'''         10'5''''''''''''         1.8.5'''''''''''''''''''''''''	CURNE         TABLE           CURNE         RAJOUS         DE.1A         LENGH           CB1         SD.10         DE.1A         LENGH           CB1         SJ30.00         PT-441         12,35           CB2         ZD0.00         ZD525         28,85           CB5         ZD0.00         T-42726         21,01'           CB5         ZD0.00         T-42745         45,65'           CB5         ZD0.00         T-42745         45,65'           CB6         ZB5.00'         T-42749         85,14'           CB6         ZB5.00'         T-42749         85,14'           CB6         ZD0.00         T-42749         85,14'           CB7         JJ30.00'         575/46'         36,14'           CB7         JJ30.00'         575/46'         36,14'           CB7         JJ30.00'         575/46'         31,16'           C71         JJ30.00'         575/46'         31,26'           C71         JJ30.00'         575/46'         31,26'           C71         JJ30.00'         525/46'         31,26'           C71         JJ30.00'         525/46'         31,20'           C71         JJ30.00'<
CURVE         TABLE           CURVE         IABLE           CURVE         REITA         LENTA           CURVE         ROULS         BELTA         LENTA           COLTON         BELTA         LENTA           COLTON         BERTA         LENTA           COLTON         2000         3014'           CC2         2.000         3.016'           CC3         2.000         3.016'           CC3         2.000         3.016'           CC3         2.000         3.016'         3.016'           CC3         2.000         3.016'         3.016'           CC3         3.016'         3.016'         3.016'           CC3         3.016'         3.016'         3.016'         3.016'         3.016'         3.016'         3.016'	CLIRVE         ABLUS         ABLE           CUIRVE         RADUUS         DELIA         LENGTH           CH         3320.00         7096109         18.66'           CH         3320.00         71517         19.55'           CH         330.00         71617         14.55'           CH         330.00         71617         14.55'           CH         330.00         717617         14.55'           CH         330.00         717617         14.15'           CH         330.00         717617         14.15'           CH         330.00         717617         14.15'           CH         330.00         717617         14.15'           CH         330.00         71617         14.15'           CH         330.00         71617         24.19'           CH         330.00         71616         24.15'           CH         330.00         71755'         21.11'           CH         330.00         71755'         15.10'           CH         330.00         71755'         15.10'           CS5         440.00         71755'         15.10'           CS6         330.00         15
LINE         TABLE           LINE         DIRECTION         LENGTH           L62         N4671557"         25.46"           L63         N122406"W         25.36"           L64         M57571"         15.35"           L65         N602002"W         21.35"           L66         N602002"W         21.35"           L65         N602002"W         31.95"	88 996 11-10 11-10 11-12 11-11
LINE TABLE LINE T	RADIAL BEARINGS         RADIAL BEARINGS           RADIAL BEARINGS         LINE P         DIRECTON           INE *         DIRECTON         LINE P         DIRECTON           (R)41         N39*54*15*         (R)48         S39*30*15*           (R)42         S48*16*27*         (R)48         S39*30*15*           (R)43         S48*16*27*         (R)46         S39*49*15*           (R)44         S48*16*27**         (R)65         S46*19*25*           (R)45         S48*16*27**         (R)65         S46*19*26*           (R)45         S48*16*27**         (R)65         S46*19*26*           (R)45         S48*16*27**         (R)65         S46*19*26**           (R)45         S48*16*27**         (R)65         S46*19*26**           (R)45         S48*16*27**         (R)65         S46*19*26**           (R)45         S48*34*7         (R)7         S1*1*14**           (R)45         S48*34*7         (R)7         S1*1*14**           (R)45         M4*15*7         (R)7         S1*1*4*7**           (R)45         M4*15*7         (R)7         S1*1*4*7**           (R)45         M4*15*7**         (R)7         S1*1*4*7**           (R)45         M4*15*7***
LINE         TABLE           LINE         DIRECTION         EINGITI           LA         DIRECTION         EINGITI           L21         NURCY259'W         12.8.64'           L23         NURV0229'W         13.2.5'           L25         NURV0229'W         13.2.5'           L25         NURV0229'W         13.2.6'           L26         NURSY31'E         11.4.7'           L27         NURSY31'E         11.5.4'           L28         NURV0229'W         12.2.6'           L39         NURV0229'W         12.4.6'           L31         NURV0229'W         12.4.6'           L32         NURV0229'W         12.4.6'           L33         NURV0229'W         12.6.5'           L34         M65-96100'W         2.4.5'           L35         NURV0229'W         0.5.0'           L35         NURV0229'W         4.1.0'''           L36         NURV0229'W         4.1.0'''           L36         NURV0229'W         4.1.0'''           L36         NURV0229'W         4.1.0'''           L36         NURV0229'W         4.1.0'''           L37         NURV0229'W         4.1.0''''           L38	L. BEARINGS         RAUIAL           DIRECTION         ILINE A           NY"3945'E         RAUIAL           Stiv43'15'E         RAUA           Stiv43'15'E         RAUA           Stiv43'15'E         RAG           Stiv43'14'T'E         RAG           Nu2'14'T'E         RAG           Nu2'14'T'E         RAG           Nu2'14'T'E         RAG           Nu2'14'T'E         RAG           Nu2'14'T'E         RAG           RAG         RAG           RAG         RAG           RAG         RAG
LINE TABLE LINE TABLE LINE TABLE LINE (1996) LUK # DIRECTION LENGTH LI MORENSTE 28.96 L2 NU244562 28.96 L3 NU244562 21.35 L9 NU244562 21.35 L9 NU2454497 21.35 L9 NU245449 11.35 L9 NU245697 21.35 L9 NU2425494 11.35 L10 MU4195594 13.15 L11 NU2425694 13.15 L13 NU2422594 13.15 L14 NU2425694 13.15 L14 NU2425694 13.15 L14 NU2425694 13.15 L15 NU2425694 13.15 L16 NU2425694 13.15 L16 NU24025694 13.15 L18 NU24025694 13.15 L19 NU24025694 13.15 L10 NU24025694 13.15 L11 NU24025694 13.15 L11 NU24025694 13.15 L12 NU24025694 13.15 L13 NU24025694 13.15 L13 NU24025694 13.15 L14 NU24025694 13.15 L15 NU2402564 13.15 L1	RAUDIAL BEARINGS         RAUDIAL           LURE         DIRECTION           (RI)         S27"9027"E           (RI)         S28"9027"E           (RI)         M5"1147"E           (RI)         M5"1200"E           (RI)         M1"4"295"E           (RI)         M1"4"295"E           (RI)         M4"4"295"E           (RI)         M

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









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