CITY MANAGER'S REPORT MAY 13, 2024, CITY COUNCIL REGULAR MEETING

ITEM:	APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS
RECOMMENDATION:	Adopt Resolution Approving Final Map for Tract 3795 Village "C6" and "C7" within the South River bend District, Totaling 30 Single Family Lots and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC

SUMMARY:

The proposed Final Map for Tract 3795, included as Attachment "E", is within the South River Bend District of Phase 1 for the River Islands Project. River Islands Custom Homesites, LLC (River Islands) is proposing thirty (30) semi-custom home lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 3795, Villages "C6" and "C7" (Tract 3795) to be recorded pursuant to the terms of the escrow instruction included as Attachment "D" and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Custom Homesites, LLC, by Resolution included as Attachment "A".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On September 4, 2013, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the South River Bend District, known as Stage 1A, within Phase 1 of the project. The land for the proposed Final Map for Tract 3795 is within the geographic boundaries of VTM 3694 and Stage 1A.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

Construction of the public improvements associated with Villages "C6" and "C7" is complete and therefore no performance or labor & materials security for Tract 3795 is necessary. Potential acceptance of the public improvements will be processed by staff at a later date. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

CITY MANAGER'S REPORT MAY 13, 2024, CITY COUNCIL REGULAR MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER **BEND DISTRICT OF RIVER ISLANDS**

Villages "C6" and "C7" were annexed to Community Facilities Districts (CFDs) No. 2016-1 Annexation No. 10 for maintenance purposes in 2016. 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.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

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

Doc	uments	Status		
1.	Final Map ready for signature	Completed		
2.	Subdivision Improvement Agreement	Completed		
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Required		
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Required		
5.	Street Improvement, Landscape, Light & Joint Trench	Completed		
6.	Geotechnical Report	Completed		
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed		
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed		
9.	Allocation of Water and Sewer capacity	Completed		
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed		
11.	Submitted Certificate of Insurance, Tax Letter	Completed		
12.	Submitted Preliminary Guarantee of Title	Completed		
13.	Escrow Instructions	Completed		
14.	Tract 3795 Villages "C6" and "C7" – City of Lathrop Community Facilities District No. 2016-1 Annexation No. 10	Annexed in 2016		
Fees		Status		
1.	Final Map plan check fee	Paid		

CITY MANAGER'S REPORT MAY 13, 2024, CITY COUNCIL REGULAR MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER **BEND DISTRICT OF RIVER ISLANDS**

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:

- Α. Resolution Approving Final Map for Tract 3795 Village "C6" and "C7" within the South River Bend District, Totaling 30 Single Family Lots and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC
- Vicinity Map Tract 3795 Villages "C6" and "C7" В.
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Custom Homesites, LLC, a Delaware limited liability company, for Tract 3795, Villages "C6" and "C7"
- Escrow Instructions for Final Map Tract 3795 Village "C6" and "C7" D.
- E. Final Map – Tract 3795 - Villages "C6" and "C7"

CITY MANAGER'S REPORT MAY 13, 2024, CITY COUNCIL REGULAR MEETING APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 30 LOTS IN TRACT 3795 VILLAGE "C6" AND "C7" WITHIN SOUTH RIVER **BEND DISTRICT OF RIVER ISLANDS**

APPROVALS

Bellal Nabizadah Assistant Engineer

Brad Taylor **City Engineer**

FOR

Cari James **Finance Director**

Michael King Assistant City Manager

Salvador Navarrete City Attorney

FOR

Stephen Salvatore City Manager

4/30/24

Date

30/2024

Date

2024 5 Date

5.1.2024 Date

5.1-2024 Date

5.7.2024 Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 3795 VILLAGE "C6" AND "C7" WITHIN THE SOUTH RIVER BEND DISTRICT, TOTALING 30 SINGLE FAMILY LOTS, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS CUSTOM HOMESITES, LLC

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

WHEREAS, on September 4, 2013, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the South River Bend District, known as Stage 1A, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 3795 is within the geographic boundaries of VTM 3694 and Stage 1A; 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. Construction of the improvements associated with Villages "C6" and "C7" are complete and therefore no performance or labor & materials security is necessary; and

WHEREAS, Villages "C6" and "C7" were annexed to Community Facilities Districts (CFDs) No. 2016-1 Annexation No. 10 for maintenance purposes in 2016; and

WHEREAS, potential 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, River Islands must satisfy the Escrow Instructions, included as Attachment D to the City Manager's Report that accompanies this Resolution, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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 3795 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized once the terms and conditions of the escrow instructions are met.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC in substantially the form as attached to the May 13, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 13^{th} day of May 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

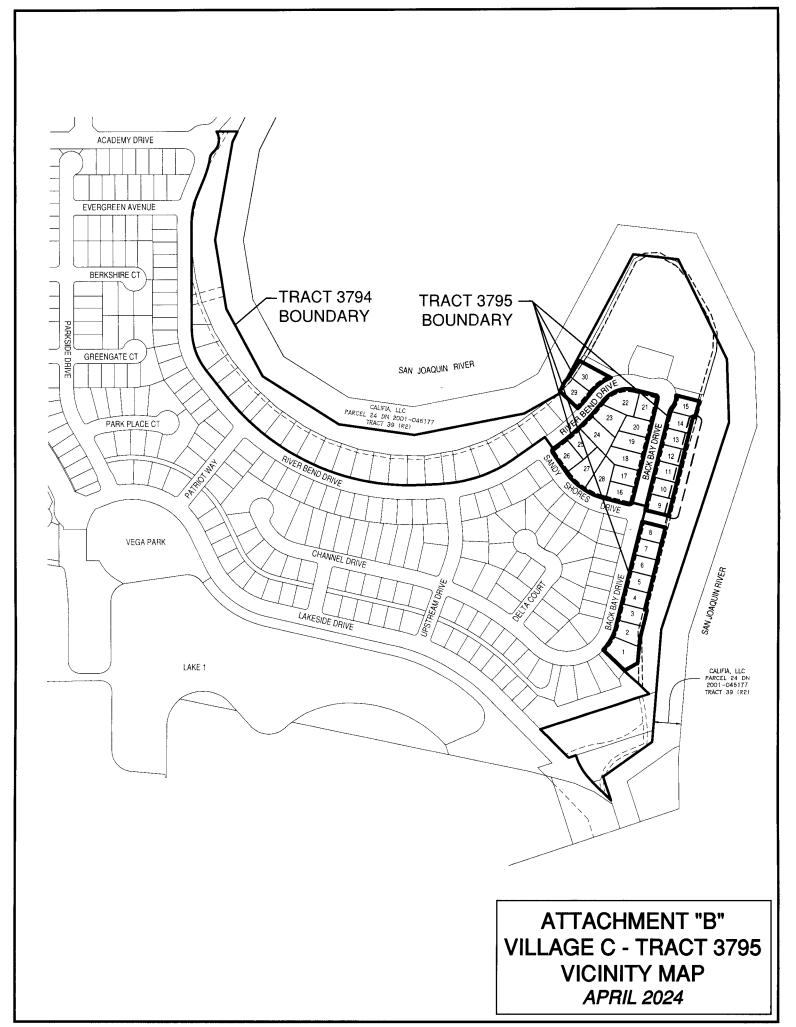
Sonny Dhaliwal, Mayor

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 CUSTOM HOMESITES, LLC,

DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 3795 VILLAGES "C6" & "C7" 30 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this 13th day of May 2024, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Custom Homesites, 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 3795. However, SUBDIVIDER has completed all of public infrastructure improvements associated with Tract 3794 and Tract 3795 (Villages "C6" & "C7") located within the South River Bend District of River Islands Phase 1, which also includes major streets necessary to access the site and therefore Performance and Labor & Material securities are not required.

C. SUBDIVIDER has completed the joint trench improvements for Tract 3795 and as noted in Recital B. Improvement plans, and street light plans have already been approved by the City.

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 South River Bend 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 as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 3794, or May 13, 2025, whichever comes first.

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 equal to 10% of the estimated cost of the Improvements for the Villages "C6" and "C7" entire area 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, or 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 complete, the SUBDIVIDER is not required to post Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 3795.

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.

SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, 12. 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 3794.

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 3795 EXHIBIT B TRACT 3795 VILLAGE "C6" and "C7" AREA EXHIBIT C: CITY INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of May 2024, 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

Date

5.1-2024

Salvador Navarrete City Attorney

SUBDIVIDER

River Islands Custom Homesites, LLC, a Delaware limited liability company

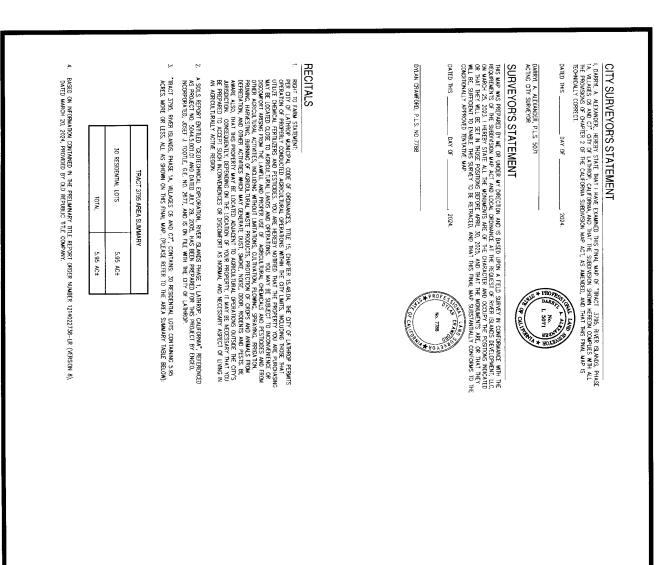
BY:

Susan Dell'Osso President

EXHIBIT "A"

FINAL MAP - TRACT 3795

	ACKNOWLEDGEMENT CERTIFICATE (OWNERS)	OWNER'S STATEMENT THE UNDERSIGNED DOES HEREOR SINT THAT THEY ARE THE OWNERS OF ALL THE LAND DETINGATION FOR DEVELOPENT THE STEREOR BOUNDARY LIVE OF THE OWNERS OF ALL THE LAND DETINGATION CULTORIN, "THEOL 37%, BIVER SERVICES, TO ALL LOTS SHOW LIVES OF AND C7" CITY OF LIVENON CULTORIN, "THE STAWL WAP IN THE OFFICE OF THE COLVERT CONSERT OF SAM JOADUN COUNTY, CULTORIN, "THE WORDSHING OF MUE (9) STEETS: AND WE HEREOF CONSERT OF SAM JOADUN COUNTY, CULTORIN, "THE WORDSHING THE WILL PREVAME DESTINATION THE OFFICE OF THE COLVER OF SAM JOADUN COUNTY, THE UNDERSIGNED DOES HEREEV RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS REPORTS OF ACCESS TO LOTS 16, 21 AND 26. OWNER: REVER SLANDS CUSTOM HOMESITES, LUC, A DELWARE LIMITED LUBILITY COMPANY. PRESENT OWNER: REVER SLANDS CUSTOM HOMESITES, LUC, A DELWARE LIMITED LUBILITY COMPANY. PRESENT DATE THE SLANDS CUSTOM HOMESITES, LUC, A DELWARE LIMITED LUBILITY COMPANY. PRESENT DATE THE SLANDS CUSTOM HOMESITES, LUC, A DELWARE LIMITED LUBILITY COMPANY. PRESENT DATE PRESENT PRESENT DATE PRESENT PRESENT PRESENT PRESENT PRESENT
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TRACT 3795 RIVER ISLANDS - PHASE 1A VILLAGES C6 & C7

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SIGNATURE OMISSIONS

- PURSUMIT TO SECTION 6643 OF THE CALIFORMA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN ONITTED:
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 2 PUBLU UTULTY EXEMPTI WE FAVOR OF THE CITY OF LATHROP FEE TRACT 3858 FLED OCTOBER 9, 2015, IN BOOK 42 OF MAPS AND PLATS,
 3 PUBLU UTULTY EXEMPTITI WE FAVOR OF THE CITY OF LATHROP FEE TRACT 3858 FLED OCTOBER 9, 2015, IN BOOK 42 OF MAPS AND PLATS,
 4 LEVEL EXEMPTITIS WE FAVOR OF THE CITY OF LATHROP FEE TRACT 3733 FLED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS,
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 6 AT PAGE 37, SJ.C.R.
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LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 4 AND 5 ONLY

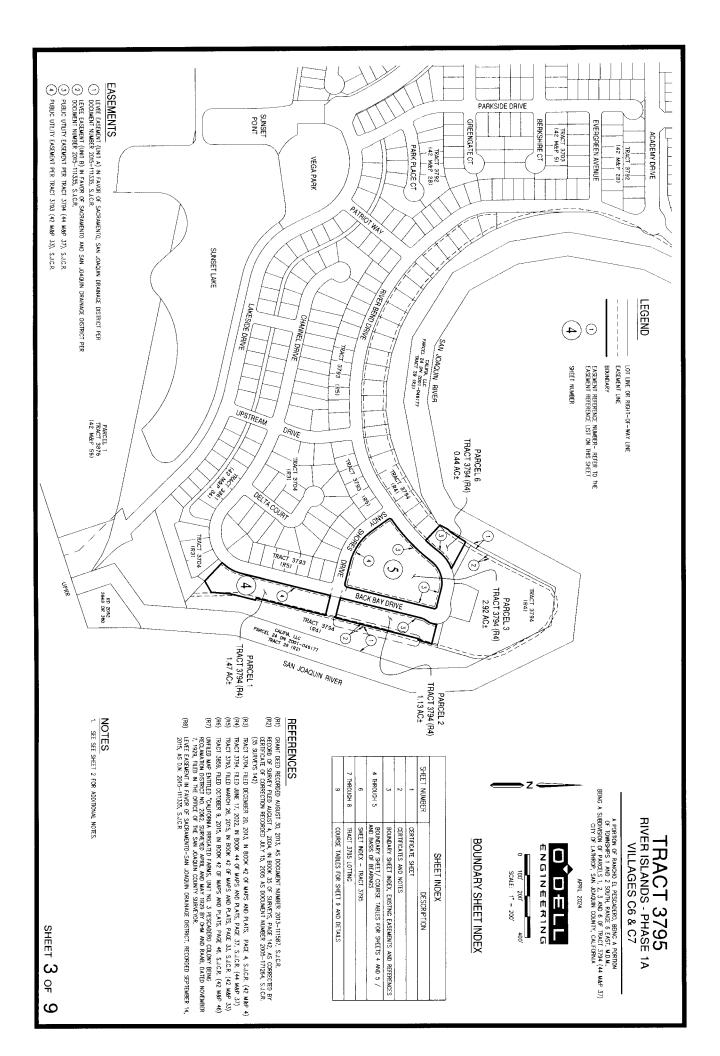
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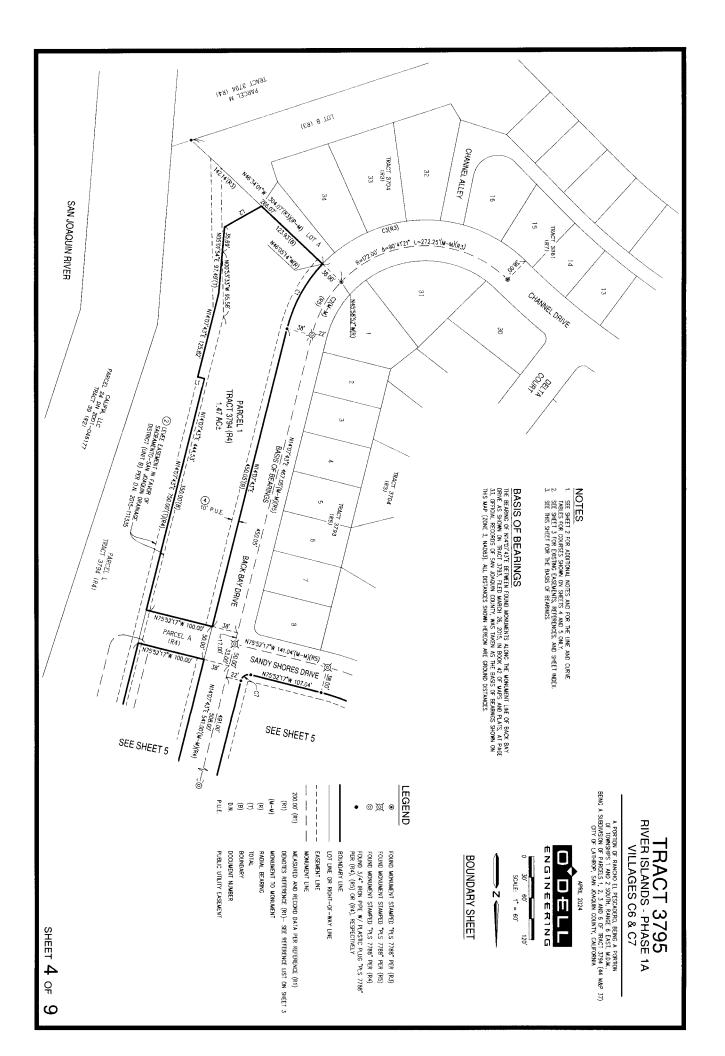
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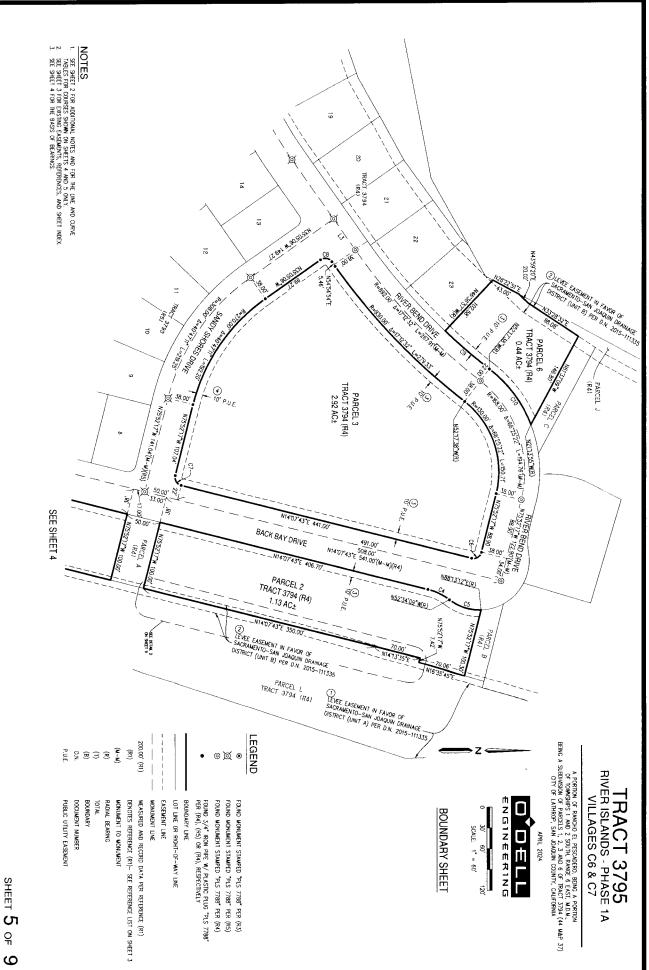
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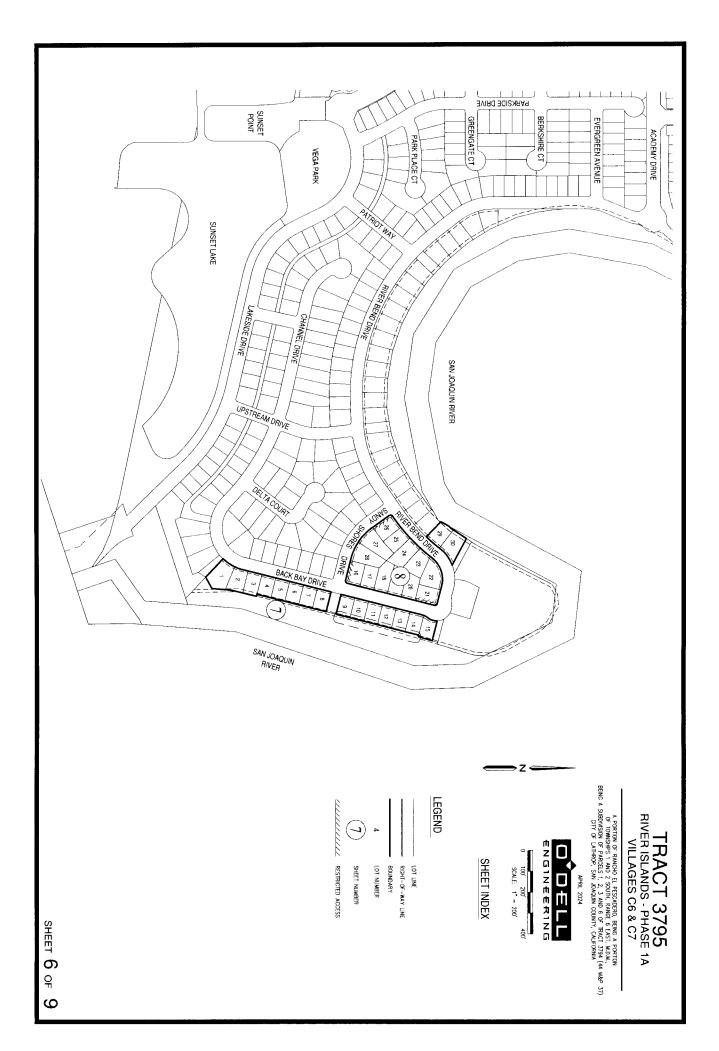
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190.00	870.00	12.00	12.00	12.00	73.00	87.00	210.00	172.00	210.00	RADIUS	CURV
31'03'43	5'40'41"	.00,00.06	,00,00.06	,00,00,06	3972'40"	23'18'08"	90'47'43"	29'53'25"	29.47'03"	DELTA	CURVE TABLE
103.01*	86.22	18.85'	18.85'	18.85'	49.96'	35.38	332.78'	89.73'	109.16'	LENGTH	

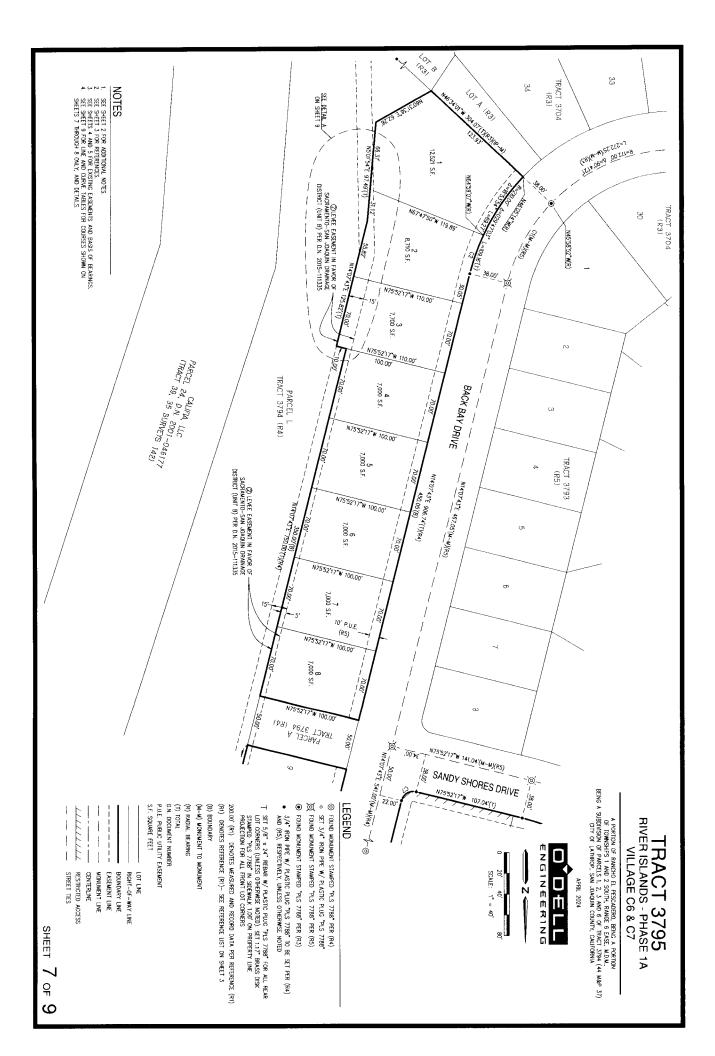
SHEET 2 OF ဖ

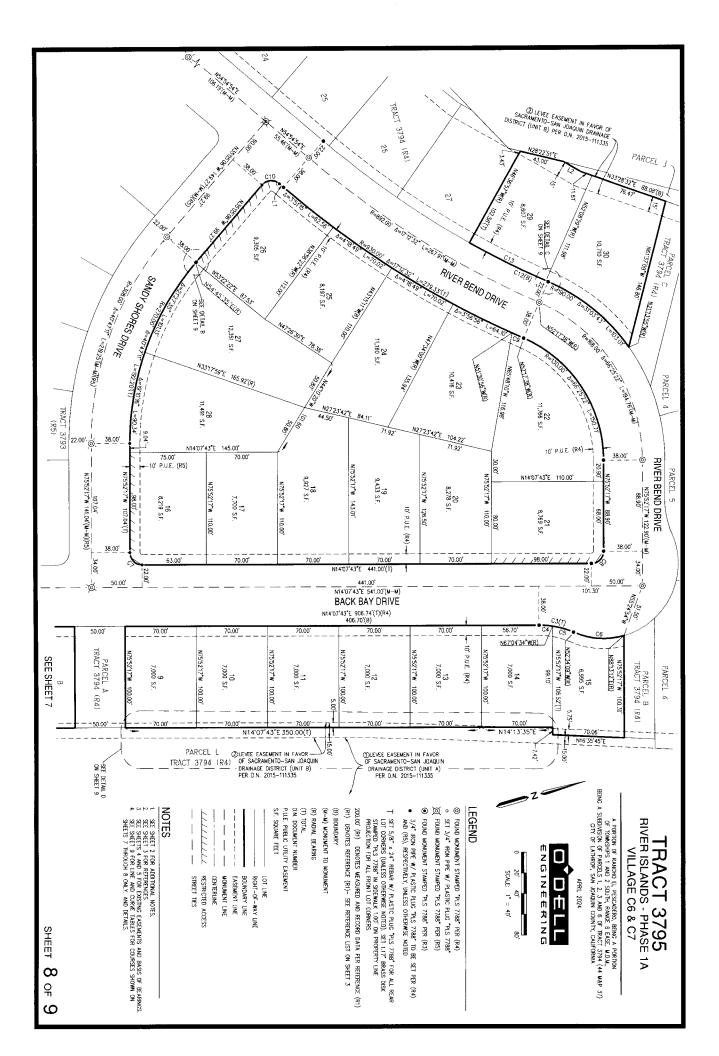












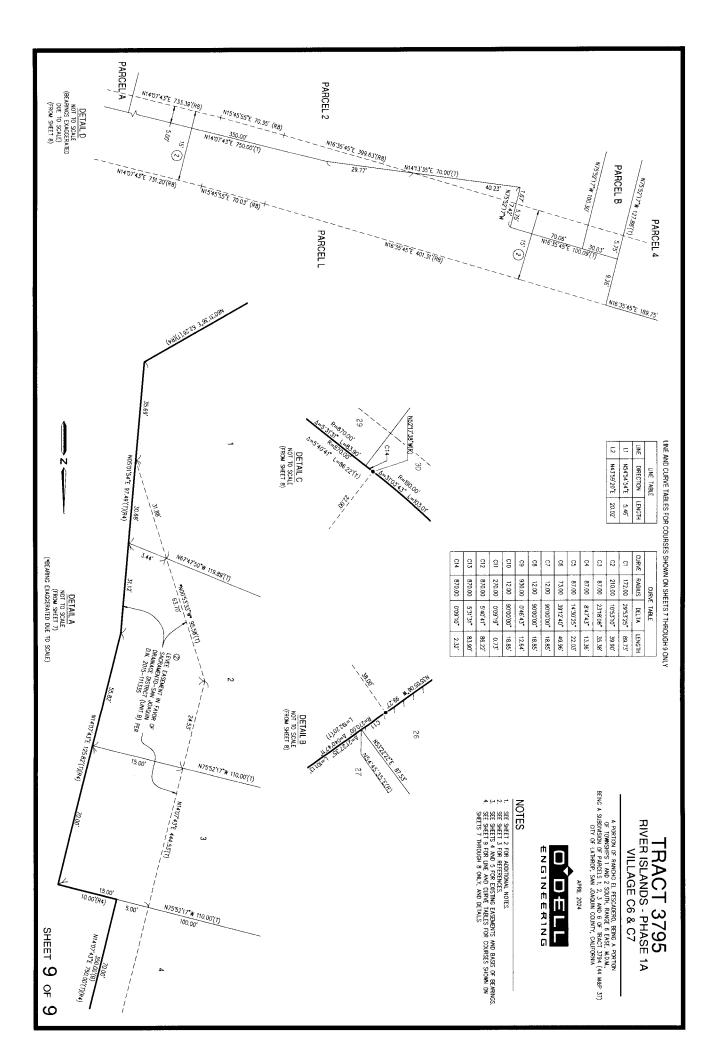


EXHIBIT "B"

TRACT 3795 VILLAGE "C6" and "C7" AREA

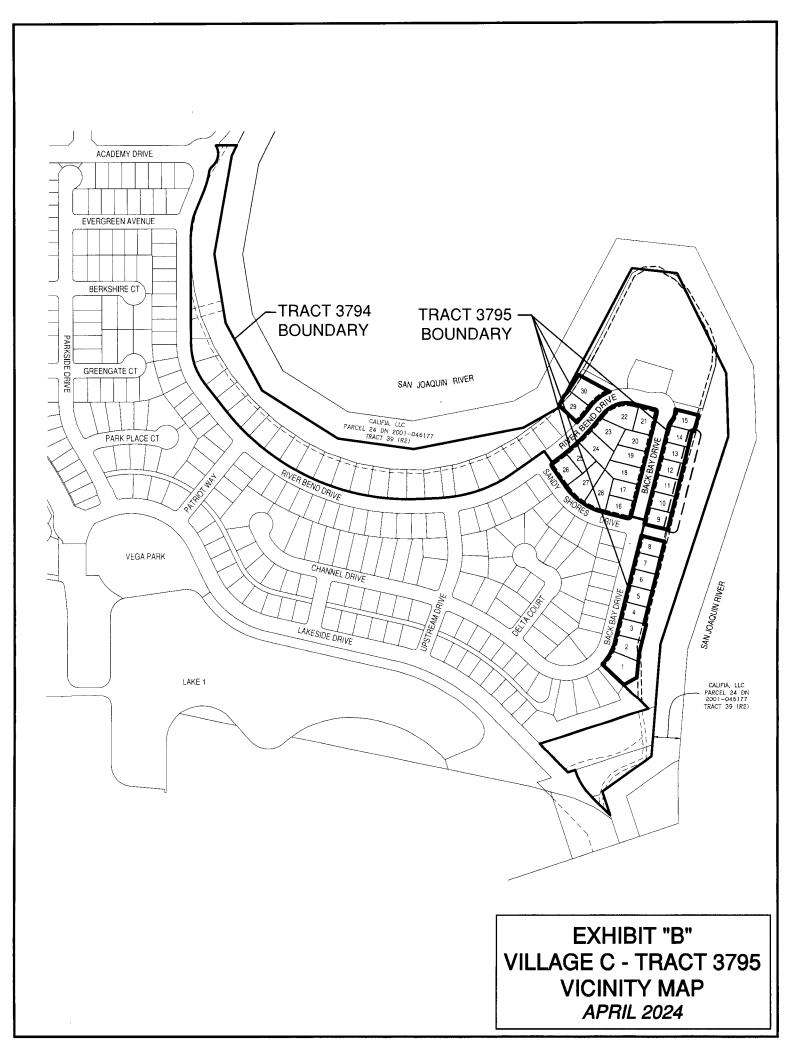


EXHIBIT "C"

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.

May 13, 2024

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 3795; Escrow No. 1214022738

Dear Lori:

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

A. <u>Date for Closings</u>

The Final Map will be recorded at the time designated by RICH as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by June 30, 2024, at the time designated in writing by RICH, subject to satisfaction of the conditions set forth below (each a "*Closing*"). If the Final Map has not been recorded by December 31, 2024, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Document

In connection with the Transaction, you have in your possession or will receive the following documents from City and RICH for recordation in the Official Records of San Joaquin County, California ("*Official Records*").

• One original Final Map for Tract 3795, executed and acknowledged by the City (provided to title by City).

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

C. Funds and Settlement Statement

You also have received, or will receive from RICH, prior to the recordation of the Recordation Document, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RICH 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 RICH.

• 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 **\$22,455.30**, 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 **\$3,774.00** multiplied by **5.95** 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 Document 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 Document, 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 Stephen Salvatore or Brad Taylor to record the Recordation Document 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 Document to be recorded;
- E.2. Record the Recordation Document in the Official Records;
- E.3. Pay the costs associated with the Transaction;

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

River Islands Custom Homesites, 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>), Monica Garcia (<u>mgarcia@ci.lathrop.ca.us</u>), Teresa Vargas (<u>tvargas@ci.lathrop.ca.us</u>), Sarah Pimentel (<u>spimentel@ci.lathrop.ca.us</u>), and Jose Molina (<u>JMolina@sjgov.org</u>) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Custom Homesites, 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 Document, showing all recording information of the Recordation Document; and
- (B) a certified copy of the final Settlement Statement.

F. <u>Additional Instructions</u>

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Date

Very truly yours,

Stephen J. Salvatore City Manager City of Lathrop Susan Dell'Osso Date President River Islands Custom Homesites, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RICH 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 RICH 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:		

CALIFORNIA OWNER'S STATEMENT

ATTACHMENT " E

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THE UNDERSIGNED DOES HERERY STATE THAT THEY ARE THE OWNERS OF ALL THE UND DELIVATED AND EMBALCED WITHIN THE EXTERDED BOUNDARY UNE OF THE HERENE EURODED FINAL UNP ENTERD. TRACT 3795, BNER ISLANDS, PHASE IA, WILLAGES OF AND C7, OTN OF UNE ORIGINAL ON CAULTORA, CONSERNO OF NIKE (0) SHEFES, AND WE HERERE CONSELT OT THE PREPARATION AND FILME OF THE FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JUADUM COUNTY. CAULTORANA

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

THE UNDERSIGNED DOES HEREBY REUNQUISH TO THE CITY OF LATHROP ALL ABUTTERS RICHTS OF ACCESS TO LOTS 16, 21 AND 26.

OWNER: RIVER ISLANDS CUSTON HOMESITES, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

ITS: NAME: SUSAN E. DEL DATE

TRUSTEE'S STATEMENT

DATED THIS DAY OF

2024.

NAME:

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: PRINCIPAL COUNTY OF BUSINESS: MY COMMISSION NUMBER: MY COMMISSION EXPIRES:

RIVER ISLANDS - PHASE VILLAGES C6 & C7 RACT 3795 Å

A PORTINU OF RANCHO EL RESSLAVERO, ERING A PORTION OF TOMISHIPS 1 AND 2 SOUTH, RANCE 6 EAST, M.D.M., HENG A SUBUNISON OF PARCELS 1, 2, 3 AND 6 OF TRACT 3744 (4 CITY OF LATHROP, SAN JOADUN COUNTY, CALIFORNIA 3794 (44 M&P 37)



CITY CLERK'S STATEMENT

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

COUNTY OF SAN JOAQUIN \sim

ON 2024 BETUE ME, PERSONALLY APPEARED, 2024 BETUE ME, WHO A NOTARY PUBLIC, PERSONALLY APPEARED, WHO'SE NUMERICS TO BE THE PERSON(S) WHO'SE NUMER(S) IS/ARE SUBSOBBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/AREN/THER AUTHORIZED CAPACITYLES), AND THAT BY HIS/HEN/THER SIGNATURE(S) ON THE WISTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE

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:

SIGNATUR COMMISSION EXPIRES: (PRINT)

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

GRANT T LINE RD PARADISE ROAD OLD RIVER 10 Forest (z, PROJECT SITE (Pe VICINITY MAP 6 NOT TO SCALE 巾 NINOAOL MANTHEY RD HARLAN RD 9 LOUISE AVE LATHROP RD 120

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

DATED THIS THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3694 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL ON JUNE 1, 2015. DAY OF 2024

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR

CITY ENGINEER'S STATEMENT

(J BAO R. TMCOR, HEEREY STATE THAT I AM THE CITY ENCNEER OF THE CITY OF LINHOP, CAUFORMA AND TATE I THANE DAVANED THIS FIRM, MAR OF THACE, T3755, REVER SLAMOS, PHASE TA, VULAES OF AND C?', CITY OF LATHEOP, CAUFORMA, AND THAT THE SIBBONSTON SHOW HEERON IS SUBSTAINTLY. THE SAME AS IT APEDAEED ON THE OF STATE THAT NO 3504, AND ANY PEROLED ATERATORS THEEOSE I FURTHER STATE. THAT THES HAN NO 3504, AND ANY PEROLED ATERATORS THEEOSE I FURTHER STATE. THAT THES HAN NO 3504, AND ANY PEROLED ATERATORS THEEOSE I FURTHER STATE. THAT THES HAN NO 3504, AND ANY PEROLED ATERATORS THEEOSE I FURTHER STATE. THAT THES HAN NO 3504, AND ANY PEROLED ATERATORS THEEOSE I FURTHER STATE. THAT THES HAN NO 3504/HST STREED, APPLICABLE ORDINANCES OF THE CITY OF LATHEOP, AND ANY MERIDAMENTS THEED, APPLICABLE AT THE TIME OF APPROVAL OF THE YESTING TENTATIVE MAP.

DATED THIS_ _ DAY OF 2024.

BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

C 92823

FILED THIS DAY OF IN BOOK OF OF MAPS AND PLATS, AT PACE OLD REPUBLIC TITLE COMPANY. _____AT THE REQUEST OF

STEVE J. BESTOLARIDES, ASSESSOR-RECORDER-COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

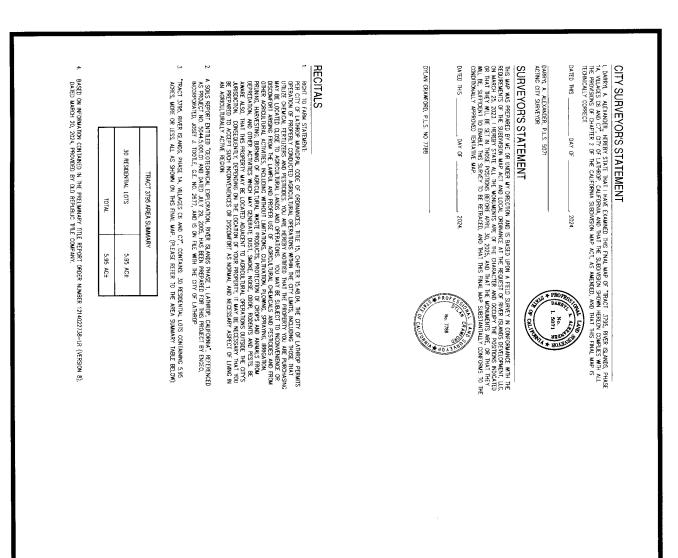
BY DEPUTY RECORDER

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FEE: \$ _

RECORDER'S STATEMENT



TRACT 3795 RIVER ISLANDS - PHASE 1A VILLAGES C6 & C7

A PORTION OF RANCHO EL PESCADERO, BENCA PORTION OF TOMOSPIS 1 MO 2 SOUTH, RANCE 6 EAST 31 AUM., BENG A SUBDIYGIO OF PARCEL 32, 3 MO 6 OF TRACT 374 (44 MAP 37) OTY OF LATHROP, SAN JOAQUM COUNTY, CALIFORNIA



SIGNATURE OMISSIONS

- PURSUART TO SECTION 66436 OF THE CULFORMA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OWITTED: 1. RECLAMED ISLANDS LAND CUMPANY, RESERVATION FOR OL, GAS, MINERALS, AND OTHER 2. PUBLIC UTILITY EASULATION FAUND BET THE CITY OF LATHROP PER TRACT 3259 FLED OCTOBER 9, 2015, IN BOOK 42 OF MAPS AND PLATS, 3. PUBLIC, UTILITY EASULATIN FAUND OF THE CITY OF LATHROP PER TRACT 3793 FLED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS, 3. PUBLIC, UTILITY EASULATIN FAUND OF THE CITY OF LATHROP PER TRACT 3793 FLED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS, 3. PUBLIC, UTILITY EASULATIN FAUND OF THE CITY OF LATHROP PER TRACT 3793 FLED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS,
- 4, 12
- AT PAGE 33, SLOR Level essensive in favor of Sacramento- sam (arquin dramage district fer document number 2015-111335, S.L.C.R Public utility easement in favor of the city of lathrop per tract 3734 filed june 17, 2022, in book 44 of maps and plats. At page 37, S.L.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 4 AND 5 ONLY

				L,	12	5	LINE #		
				N54'54'54"E	N60'31'36"E	N75'52'17"W	DIRECTION		LINE TARE
				55.46'	62.26	10.00'	LENGTH		
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S	66	ß	C4	ដ	52	2	CURVE		
13 00	12.00	73.00	87.00	210.00	172.00	210.00	CURVE RADIUS	CURV	
annn'n	00,00.06	39'12'40	23'18'08	90"47"40	29'53'2	29"47"0	DELTA	CURVE TABLE	

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C10	60	8	C7	66	ß	C4	C3	C2	G	CURVE	
190.00	870.00	12.00	12.00	12.00	73.00	87.00	210.00	172.00	210.00	RADIUS	CURV
31'03'43	5'40'41*	,00,00.06	-00,00,00	00'00'00"	39'12'40"	23'18'08"	90'47'43"	29'53'25"	29.47.03	DELTA	CURVE TABLE
103.01	86.22'	18.85'	18.85'	18.85'	49.96"	35.38'	332.78	89.73'	109,16'	LENGTH	

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