## CITY MANAGER'S REPORT JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING

ITEM:	APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4215 VILLAGE 22 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS
RECOMMENDATION:	Adopt Resolution Approving Final Map for Tract 4215 Village 22 within the Woodlands East District, Totaling 62 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC

## SUMMARY:

The proposed Final Map for Tract 4215 Village 22 (Tract 4215), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. Califia, LLC (River Islands) is proposing sixty-two (62) 55' x 100' residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 4215 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 by Resolution included as Attachment "A".

# BACKGROUND:

On June 14, 2021 the City of Lathrop City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On March 25, 2024 City Council approved Tract 4205 Woodlands East Large Lot Final Map (LLFM) to create 23 undevelopable parcels. On March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District. The land for the proposed Final Map for Tract 4215 is within the geographic boundaries of VTM 6716 and LLFM 4205.

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

The total cost of the improvements for Tract 4215 is \$2,400,000, however a large portion 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 4215 that guarantees the unfinished improvements in the amount of:

### **CITY MANAGER'S REPORT** PAGE 2 JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4215 VILLAGE 22 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$628,200
Performance Security (110% of Unfinished Improvements) Bond No. 0844452	
Labor & Materials Security (50% of Performance Security) Bond No. 0844452	\$345,510

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

Tract 4215 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

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:

Doe	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
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

## CITY MANAGER'S REPORT PAGE 3 JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4215 VILLAGE 22 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

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 4215 Village 22 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Approval pending with this item
Fees	5	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 4215 Village 22 within the Woodlands East District, Totaling 62 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC
- B. Vicinity Map Tract 4215 Village 22
- C. Subdivision Improvement Agreement between the City of Lathrop and Califia, LLC, a California limited liability company, for Tract 4215, Village 22
- D. Escrow Instructions for Final Map Tract 4215 Village 22
  - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment "D")
- E. Final Map Tract 4215 Village 22

**CITY MANAGER'S REPORT** JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT **AGREEMENT FOR 62 LOTS IN TRACT 4215 VILLAGE 22 WITHIN WOODLANDS** EAST DISTRICT OF RIVER ISLANDS

## **APPROVALS**

Veronica Albarrán **Junior Engineer** 

Brad Taylor City Engineer

and

Cari James Finance Director

Michael King Assistant City Manager

Salvador Navarrete **City Attorney** 

225

Stephen Salvatore City Manager

05/20/2024

Date

Date

5/23/2024

Date

5.22.2024 Date

5.22-2024

Date

<u>32 · z4</u> Date

## **RESOLUTION NO. 24-**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4215 VILLAGE 22 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 62 RESIDENTIAL LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CALIFIA, LLC

**WHEREAS**, on June 14, 2021, the City of Lathrop City Council approved Vesting Tentative Subdivision Map (VTM) 6716; and

**WHEREAS**, on March 25, 2024, the City of Lathrop City Council approved Woodlands East Large Lot Final Map (LLFM) 4205; and

**WHEREAS,** on March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District, within Phase 2 of the River Islands project; and

**WHEREAS**, the land for the proposed Final Map for Tract 4215 is within the geographic boundaries of VTM 6716 and LLFM 4205; 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**, Califia, LLC, provided performance and labor & material securities with the SIA for Tract 4215 that guarantee the unfinished improvements in the amount as follows:

Unfinished Improvement Total:	\$628,200
Performance Security (110% of Unfinished Improvements) Bond No. 0844452	
Labor & Materials Security (50% of Performance Security) Bond No. 0844452	\$345,510

; and

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

WHEREAS, Tract 4215 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; 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 and required security to guarantee 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 4215 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 Califia, LLC in substantially the form as attached to the June 3, 2024 staff report.
- 3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the June 3, 2024 staff report.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this  $3^{rd}$  day of June 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

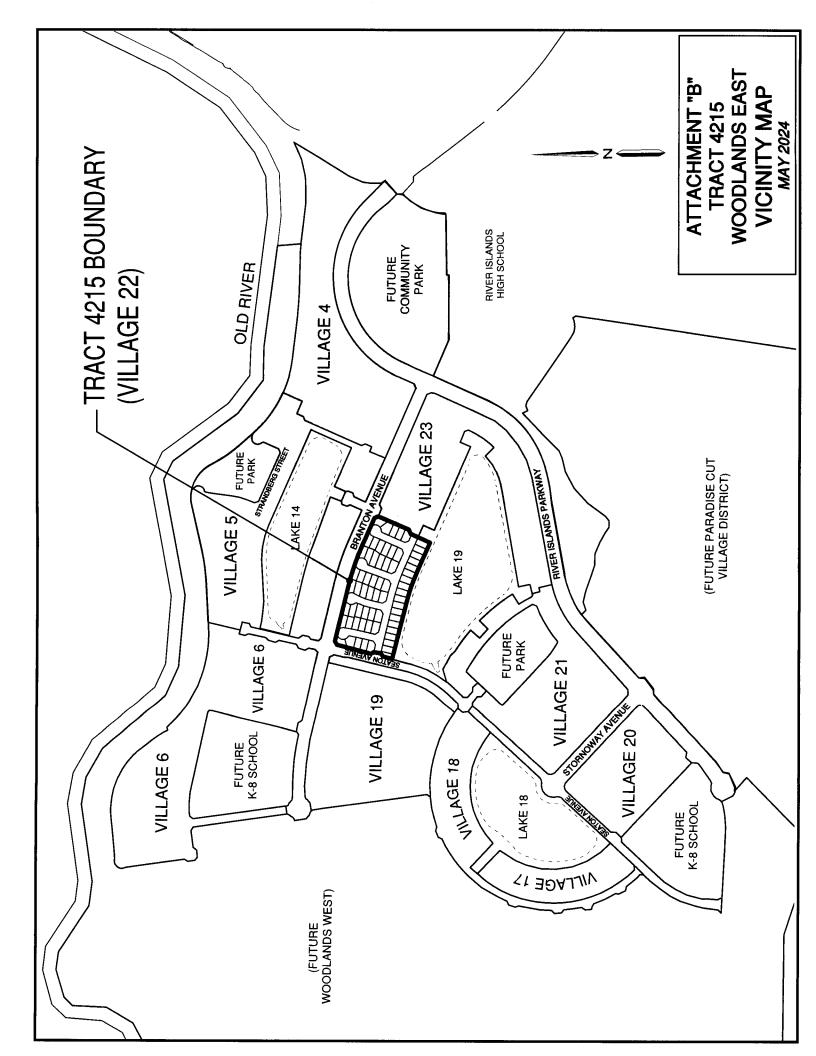
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



## SUBDIVISION IMPROVEMENT AGREEMENT

## BY AND BETWEEN THE CITY OF LATHROP AND

## CALIFIA, LLC,

## CALIFORNIA LIMITED LIABILITY COMPANY

## FOR TRACT 4215 VILLAGE 22 62 RESIDENTIAL LOTS

## RECITALS

A. This Agreement is made and entered into this 3<sup>rd</sup> day of June 2024, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and Califia, LLC, a California 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 4215 Woodlands East Village 22 (Tract 4215). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4215 located within the Woodlands East 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 Tract 4215, in the amount shown in Section 8 of this agreement.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4215 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 4215. Improvement plans, and street light plans 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 4215 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 Woodlands East Village 22

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 4215, or June 3, 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 in the amount of \$240,000, equal to 10% of the estimated cost of the Improvements for the Woodlands East Village 22 neighborhood (\$2,400,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and 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 not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4215 as included and described in Exhibit "D" 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.

Table	1 -	- Bond	Values
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Unfinished Improvement Total:	\$628,200
Performance Security (Bond No. 0844452)	\$691,020
Labor & Materials Security (Bond No. 0844452)	\$345,510

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 4215.

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 4215
EXHIBIT B TRACT 4215 WOODLANDS EAST VILLAGE 22 AREA
EXHIBIT C: CITY INSURANCE REQUIREMENTS
EXHIBIT D: WOODLANDS EAST VILLAGE 22 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 3rd day of June 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 VargasDateCity Clerk

BY:

Stephen J. Salvatore Date City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

5.22-2024

Salvador Navarrete Date City Attorney

SUBDIVIDER

Califia, LLC, a California limited liability company

BY:

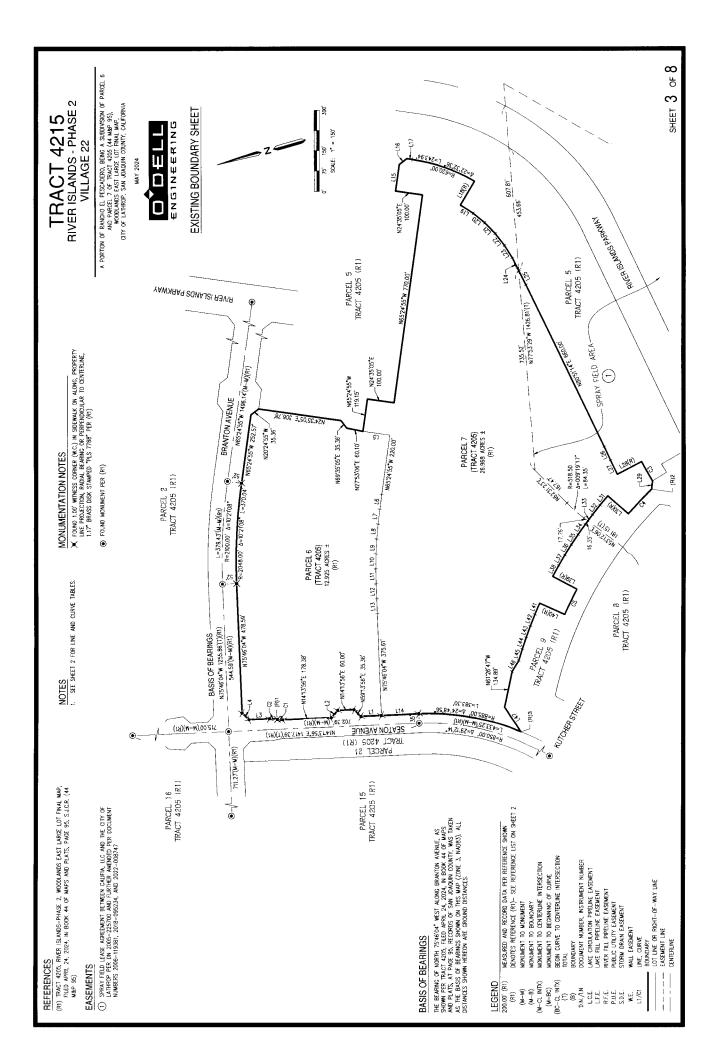
Susan Dell'Osso President

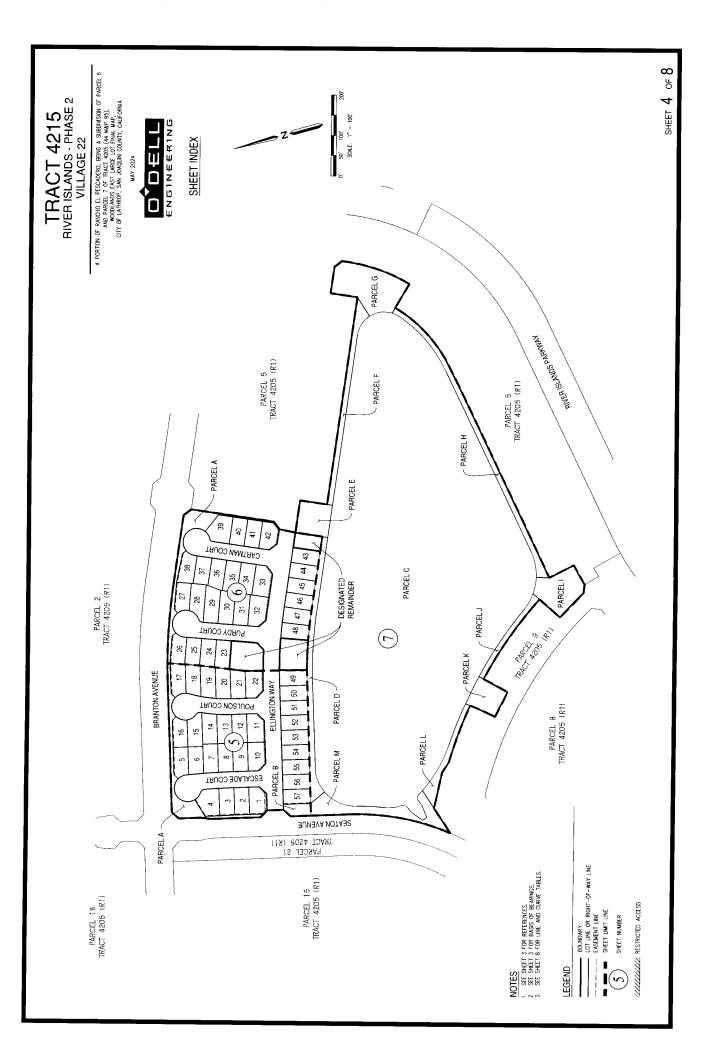
# EXHIBIT "A"

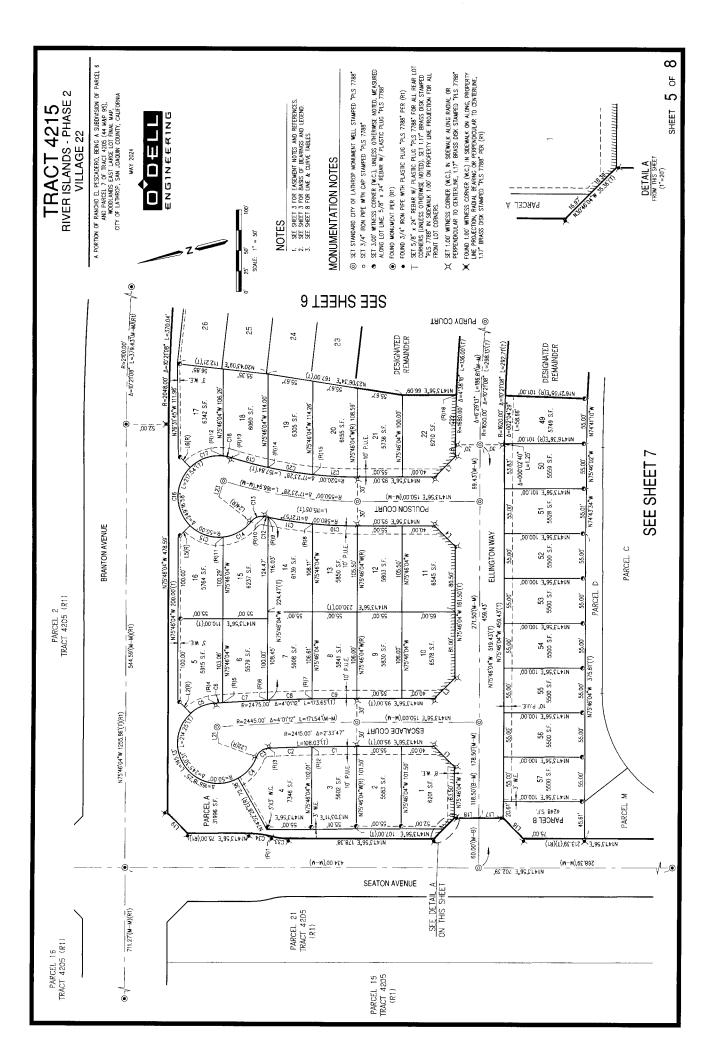
# FINAL MAP - TRACT 4215

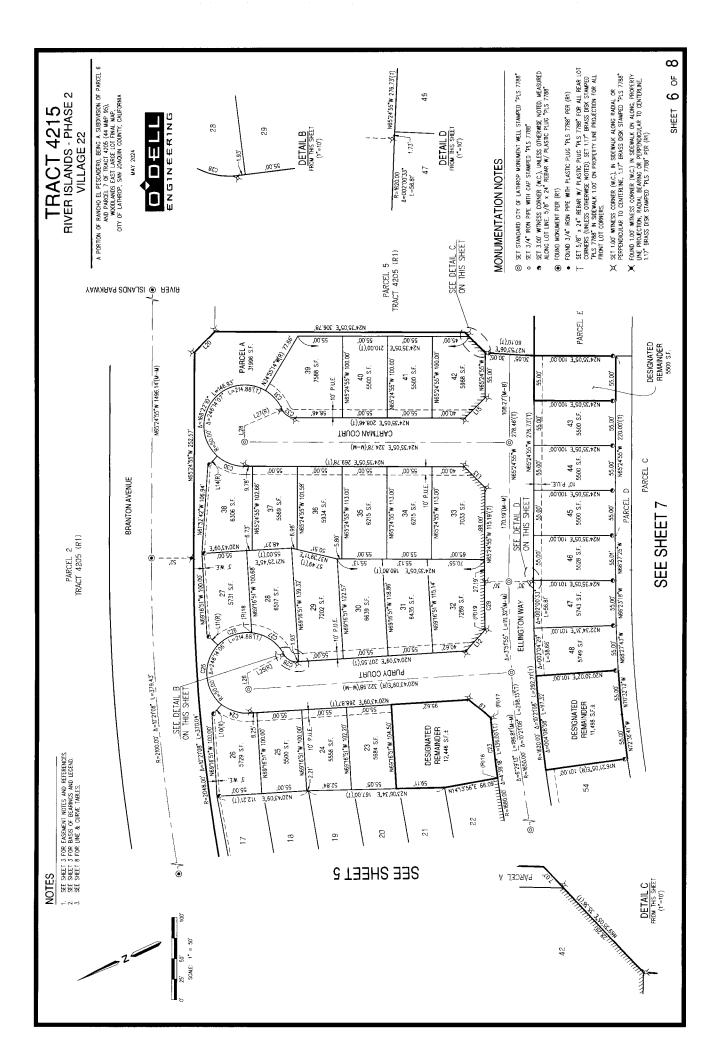
OWNER'S STATEMENT	TRACT 4215	PROJECT Comments of the second s
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<ol> <li>TO THE CITY OF LATHROP FOR PUBLIC RICHT-OF-WAY PURPOSS, THICSE PORTIONS OF SAID LANCS DESIGNATED ON SAD WAP AS ELINARY WAY, ESCALAGE COURT, POULSON COURT, PUBDY COURT AND CARTIANN COURT AS SHOWN ON THAS FRAM, AMP.</li> </ol>		
2 A NON-EXCLUSNE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAR, NON MANYTAN, FOLES, MRES, CARLES, PPES, AND CONDULIS AND THEIR APPLAREDAMENSE UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL, MAP DESIGNATED AS "PLUE" (PUBLIC UTLITY EASEMENT).	<b>OYDELL</b> ENGINEERING	
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4. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP. TOGETHER WITH THE RIGHT TO CONFIRUCT, RECONSTRUCT, REPARE AND NAMINAL THE SOUND WARD OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP RESISANTED AN E. (WALL RECEMENT).	CITY CLERK'S STATEMENT	
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THE UNDERSOMED DOES HEREDY RELIVIOUSH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 10, 11, 23, 33, 340 42 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL 2222222, AS SHOWN ON THIS FINAL 1420.	RETRIG, PRPORE SAD MAP, AND AUTHORIZED IS RECORDATION, AND	SECRETARY OF THE PLANNING COMMISSION'S STATEMENT
to ensure municipal water services to all lots syona upon this famil wap, all grown water rights that The understoned way have within the districtive boxder upon this map, hereby are dedicated to the city of Lathrod:	UDDITICASMENTS, STORM ORME RESAMONS NOT WALL EXSENTS, THE UDDIATION OF GADUM WHILK RENTS, THE EDDIATION IN FELO F PAREDS A AND RAJOPTED THE OFFER OF EDDATION OF LUNGTON WAY. ESSALUE: CONF. POLISIAN COURT, PURIOY COURT AND CARTHAN COURT AS SHOWN ON SAUD THAL MAP SUBJECT TO THE MERORGENIS BENC COMPLETED IN ACCREMANCE WITH CHAPTER 15, INTE 15.16 OF THE CAT'R CTARGE MUNICIPAL COOL.	THIS MAP CONFORMS TO VESTING TENTATINE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCL PER RESOLUTION NO. 21-4908. DATED THIS DAY OF 2024.
	also, puesuant to section 664.44(s) of the callerena subdivision and act, the city of latingo does hereby abandon the non-exclusive public utility easiment (p.U.E.) for public parfoses	RICARDO CAGUAL COMMUNITY DEVELOPMENT DIRECTOR
THE UNDERSORED DEST FIREPRISERVE PAREELS C HARLOSH M FOLLOR NE DIPPORES AS SHOWN ON TREINAL MAP A SAID PAREELS ARE NOT DELARGEH FREEVAL INTITLE CONVERTED TO RIVER ISLANDE PAREEL FANNER UNDERTRED A SEPARATE DOLVIENT SUBSCIDENT TO THE FUNG NGT THIS FINAL MAP. SAID PAREELS OF, F, H, J, AND L MLL, ER SUBJECT TO A SLOPE LASSMENT AND SHARED DOCA ACCESS FOR THE BARLENT OF ADARCENT LARGE FRONT LOTS, TO BE CONVERTED BY SEPARATE DOCAVERTS TRESTER DOCA ACCESS FOR THE BARLENT OF ADARCENT LARGE FRONT LOTS, TO BE CONVERTED BY SEPARATE DOCAVERTS TRESTER FOR THE BARLA, MAP.	DEDGATED FER TRACT 2005 FINAL MAP RECOMBED APPIL 24, 2024, IN BOOK 445 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN UDAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP. 1. FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP. IF APPLICABLE.	at of Lather
THE UNDERSIGNED DOES HEREAY RESERVE THE NON-EXCLUSIVE "LAKE FILL PAPELNE EAGMENTS", THE "LAKE ORCULATION PPELINE EAGMENTS" AND THE "RVKE FILL PPELINE EAGMENTS", TOGETHER MITH THE RIGHT TO CONSTRUCT, RECORDENCT, REVEAR AND MANIAN, THE EAGMENTS AND MARKES, UPON, OKER AND UNDER THE STRIPS" OF LAND AS STORMS ON THIS TANK, MAP DESOMARTED AS "LAKE THL PPELINE EAGMENT", "RVKE RIL VADER THE STRIPS", OF LAND AS STORMS OF THIS MAY, MAP DESOMARTED AS "LAKE THL PPELINE EAGMENT", "RVKE RIL	han, been approved by the dit council of latheod and fleed in my office. Teresa varioas	CITY ENGINEER'S STATEMENT 1. BRUD. R. TATOR, HEREY'S STATE MAT I AM THE OTY ENGNEER OF THE OTY OF UNHEOP, CULFORMA, AND THAT I HAVE EXAMINED THIS FINAL, MAP OF "TRACT 4215, RIVER IS.ANDS-PHAS. 2, VILLAGE 22, OTY OF
PRELIVE ESSUMPT AND 'LAKE ORCULATION PRELIVE EXSEMBLY", THESE ESSUMPTIS ARE NOT OFDICATED PRESON. THE BE CONSTRATE DI RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY A SEPARATE DOCUMENT SUBSEQUENT TO THE FLUKO OF THIS FINAL MAP.	CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALFORMA	UTHER: CLUEDMA, AND INT THE SUBVIROUM SHOW HERE OR IS SUBSTAILTY THE SAVE AT THE ADDITION OF ADDITION THE ADDITION ADDITION THE ADDITION ADDITION ADDITION ADDITIONAL
OWER INTENDS TO SUBLYING THE LAND SUBJECT TO THIS MAD AUT ANY AND AUT PEPARAM RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITED THEREIN APPIRTUATION OF RELINGAS, MEETINE INTERESTS TO WHICH REAS SUBJECT ENDING THEREIN APPIRTUATION OF RELINGAS, MEETING INTERESTS TO WHICH REAST SAME OF REASTAND, VOETUNG THIS MAD ALL PERCOLATING, PASSOPPINE, ADJUDIONTED, STAUTORY OR CONTRACTIVAL. OWNER DOES NOT INTEND BY THE RECORDANING OF THIS MAD TO SEVEN THE REPARAM RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURFOLUNDIG PROPERTIES.	ACKNOWLEDGEMENT CERTIFICATE (OWNER) A NOTARY PABLO OR OTHER OFFICE AND THE DEFINITION OF THE NOTARY PART OF THE NOTARY AND SAME THE OWNER TO WART TO WART TO WART TO THE TRUTTATES. ACCURACY, OR VALIDITY OF THAT DOCUMENT	DATED THIS DAY OF VERY TRY TANK MAP. 2024
OWNER: CALIFIA, LLC, A CALFORNIA LIMITED LIABILITY COMPANY	State of california ) county of San Jorquin )	
BY: BY: DATE DATE DATE DATE DATE ITS. PRESIDENT OF DATE	ON A NOTARY PUBLIC, PERSIMALLY APPEARD. MAN NOTARY PUBLIC, PERSIMALLY APPEARD. MAN NOTARY PUBLIC, PERSIMALLY APPEARD. THE WITHIN INSTRUMENT, AND ACMONGLOGED TO ME THAT HE /SHE/THEY EXECUTED THE SAME IN HS/MER/THEIR MUTHORIZED CAMENDY(THE). AND ACMONGLOGED TO ME THAT HE /SHE/THEY EXECUTED THE SAME IN HS/MER/THEIR MUTHORIZED CAMENDY(THE). AND ACMONGLOGED TO ME THAT HE /SHE/THE NET EXECUTED THE SAME IN HS/MER/THEIR MUTHORIZED CAMENDY(THE). AND ACMONGLOGED TO ME THAT HE /SHE/THEIR THE NET ALMENT THAT HE FERSON(S). ACTED, EXECUTED THE INSTRUMENT THAT PERSON(S).	RECORDER'S STATEMENT
SEE SHEET 2 FOR TRUSTEE'S STATEMENT	i certer under Penality of Perajiry under The Laws of The State of California That The Foregoing Paragraph is true and correct. Writess wy hand:	FLED THISOAV OFOAV OF2024, ATA. THE REQUEST OF OLD REPUBLIC TITLE COMPANY. IN BOOK OF MAPS AND PLATS, AT PACE2024, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY. FTE: \$
	SUMTURE: MARE (FRMT): PRAROPA LOUNTY OF BUSINESS MY COMMISSION EXPIRES	STEVE BESTOLARDES ASSESSOR-RECORDER-COUNTY CLERK SAN JOINT COUNTY CLERK
EGENFT FROM FEE ERE GOVERNMENT COR, 27388.1: OCCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX		SHEET 1 OF 8

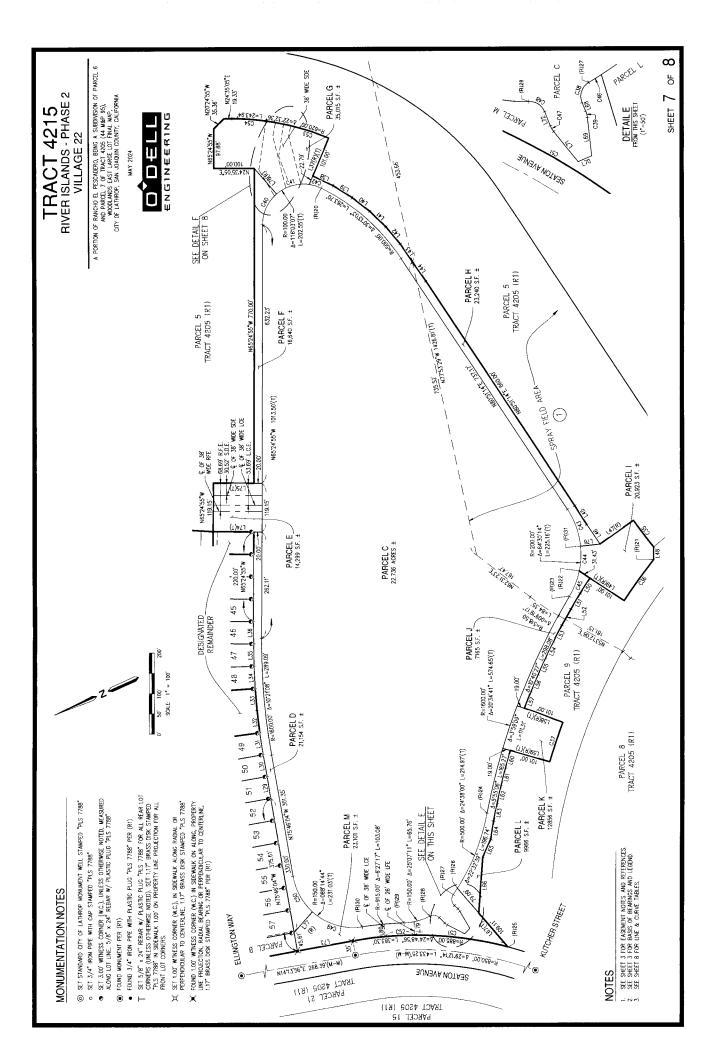
CITY SURVEYOR'S STATEMENT	TRUSTEE'S STATEMENT D.D. REPUBLIC THE COMPANY AS TRUSTEL MORPH HE DED OF TRUST RECORDED MULLET 29, 2003, AS DOCUMENT NUMBER 2003–19445, NAD MANDED NI DOCUMENT RECORDED FRANKY 4, 2014, AS DOCUMENT MANGER NUMBER 2003–19445, NAD FRUPEL RIVEDS NI DOCUMENT RECORDED JULY 56, 2019, AS DOCUMENT MANGER TO CHART AND FRUPER DATE AR DOCUMENT RECORDED JULY 56, 2019, AS DOCUMENT MANGER THE DEED OF TRUST RECORDED NA DOCUMENT RECORDED JULY 56, 2019, AS DOCUMENT MANGER THE DEED OF TRUST RECORDED AND FRANK AS DOCUMENT RECORDED JULY 56, 2019, AS DOCUMENT MANGER X019–019300, THE DEED OF TRUST RECORDED AND FRANK AS DOCUMENT RECORDED JULY 56, 2019, AS DOCUMENT MANGER X019–019300, THE DEED OF TRUST RECORDED AND AS DOCUMENT RECORDED JULY 56, 2019, AS DOCUMENT RECORDED JULY 56, AND RECORDED JULY 56, 2019, AS DOCUMENT RECORDED JULY 56,	003, 45 005, 45 BER 2019-07-300, BER 2019-07-300, MED R 10		TRACT 4215 RIVER ISLANDS - PHASE 2 VILLAGE 22
ATTER THAIT THIS FALL MAPS IS THAIL MAPS, OTTO OF LATHEOP, OLIFORNA, AND 1 AN ATTER THAI THIS FALL MAPS IS TECHNICALLY CORRECT. DATED THIS DAY OF 2224 DATED THIS DAY OF 2224 DATED THIS DAY OF 2224 DATED TA ALEXANDER PLIS 5071	DATED THIS	STRUC ONNO	A PORTION OF RANCHO EL PESCAD AND PARCEL 7 OF 1 WOODLANDS EAST CITY OF LATHROP, SAN MM	A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 5 AND PARCEL 10 FINCA 1203 (4 MAP 53) WOODANDE ENST LARGEL 10 FINL MAP CITY OF LATHFORD, SAN JOAQUIN COUNTY, CALIFORNIA MAY 2024
	ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)	I		
SURVEYOR'S STATEMENT	A NOTARY PUBLIC OR OTHER OFFICIER COMPLETING THIS CREATICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SCARED THE DOCUMENT TO WHICH THIS CREATING ALE ATTACHED, AND NOT THE TRUTHFULVESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT	È		
The MAP was Peteraker DW we have an volgen of the section and the section and the section of the	VTE OF CALIFORI	]		
HOSE POSITIONS BEFORE JUNE 1, 2025, MAD THAT THE MONUMENTS ARE OF THAT THE PONUMENTS ARE OF THAT THE? MALL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THES THAL JUAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING ENTITING MAP. DATED THS DAY OF 2024.	ON DIARY PUBLIC, FERSONALTY APPEARD, WO ME AND TARY PUBLIC, FERSONALTY APPEARD, WE ON THE BASIS OF SATISFACTORY EVOLVED. TO BE THE PERSON(S) WHOSE NAME(S) S/ARE SUBSSARED TO THE WITHIN INSTRUMENT, AND ACKNOMEDISCD TO BE THE FERSON(S) WHOSE FORD TO THE WITHIN INSTRUMENT, AND ACKNOMEDISCD TO BE THE RESCAUCE) THE RESCAUCE AUTHORIZED CAPADIT/OLES, AND THAT WAS NAMEDISC) ON THE RESTAURENT THE REPORT AUTHORIZED CAPADIT/OLES AND THAT WAS NAMEDISCI ON THE MISTIMMENT THE REPORT OF THE DUTITY UPONE THAT OF WHOLT THE REPORT(S) ACTID. EXECUTED THE ENSIMENT.	WHO PROVED TO SUBSCRIEED TO N HS/HER/THER THE PERSON(S),		
D'LAN GRANGORD, P.L.S. NO 7788	I certify under Penality of Perajiry under The Laws of The State of California That The Foregong Paragraph is True and Correct	FOREGONG TIME AND CLIDVE TABLES FOD SUIFFT 2 ONLY		
1402	MURCES ME FAMILY	LINE AND CURVE LABLES		
	SOMATURE: NAME (FRMI): DevicePat. COMITY OF BUSINESS	LINE TABLE LINE DIRECTION LENGTH	LINE TABLE LINE DIRECTION LENGTH	LINE TABLE LINE DIRECTION LENGTH
RECITALS		L1 N1413'56"E 75.00' L2 N3046'04"W 35.36'	L21 N6278'52'E 55.00' L22 N6873'21'E 55.00'	L41 N50'06'54"W 44.87' 142 N51'34'28"W 44.87'
<ol> <li>RIGHT TO FAMA STATEWIN: PER RITY OF LIATHOP MUNICIPAL CODE OF ORDINANCES, THE 15, CHAPTER 15, 43.04, THE CITY OF LIATHOP PERMITS OF DEPARATION OF DEPARTING PERMITS IN THE AT OF PERMITS WITHIN THE CITY INTER DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPARTMENT PERMITS OF DEPARTMENT OF DEPARTMENT PERMITS OF DEPA</li></ol>		N1413'56"E	N74'27'50"E	N53'22'01"W
HOSE THAT UTILIZE CHEMICAL REFINIZES AND RESTORDES YOU ARE HEREBY NOTBED THAT THE PROPERTY NO ARE DURCHASHIG MAY BE LOCATED GOES TO ARRUITANL ANDOS AND OPERATIONS. YOU MAY BE SHEAT TO AND AND AND AND THAT AND A AND		L4 N5913'56"E 35.36"	L24 N7955'42'E 55.00'	
Description of the production of the advanced real realities from the function. Advanced for a region the real Defending and performance and from other agricultures. Agrin the miclionic window that marking, Dullingtion, Plowing, sprannig, frequention, pervinne, harresting, before of agricultural, white	SIGNA t.	N66'27'25"W		L45 N563709"W 44.87 L46 N41'40'29"W 46.98'
PRODUCT, PROLIDIAN OF ACTOR SAID AMMARKA FICHO DEFERRIDAL, AND OTHER ACTIVITIES MALCH MAY GENERALE DIST, SUNGE, MOSE, DOOR, ROCKNIS AND FERSTS BE AMMER ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OFERATIONS OUTSIDE THE CITY'S JURGISCICIAN. CONSEQUENTL,	OTHER HYDROCARBON SINSTANCES LYNUS BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.		N80"26"17"E	L47 N73'08'37"E 109.11'
DEPENDING ON THE LOCATION OF YOUR PROPERTY. IT MAY BE MECESSARY THAT YOU BE PREPARED TO ACCEPT SIN INCOMEMBERICES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF UNING IN AN AGRICULTURALLY ACTIVE REPORT.		Lo N68 2/ 43 W 35.00 L9 N70'32'12"W 55.00'	L29 NI040'04 W 101.00 L29 N66'14'15"W 31.28'	CURVE TABLE
2. A SULS REPORT ENTITED "GEORHOUL EFORATION, RIVER ISJANDS PHASE 1, LATHROP, CALIFORMA", REFERENCED AS PROJECT NO. SOFIECHMON. DATED JULY 29, 2005, HAS BEEN REPEARE FOR THIS PROJECT FIEGO, INORPORATED, JOSE 1, TODILE, GE, NO. 5577, AND IS ON FILE MITH THE CITY OF PROJECT FIEGO. INORPORATED, JOSE 1, TODILE, GE, NO. 5577, AND IS ON FILE MITH THE CITY OF	되봄	L10 N72'36'41"W 55.00'		E RADIUS DELTA
J. RANGP. J. TRACI 4215, RIVER ISLANDS - PHASE 2, VILIAGE 22 FINAL MAP, CONTAINING 57 RESIDENTIAL LOTS WITH A TOTA OF 7.8293 ACRES, MORE OF LESS, PARCELS A THROUGH M, CONTAINING 27, 800 ACRES, MORE OF LESS.	INE OTY OLIENS STATEMENT ON SHEET 1. 1. THE NON-EXCULUSE MELLO UNITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES 1. DEDICATED FER TRACT 4205 FINAL MAR RECORDED APRIL 24, 2024, IN BOOK 44 OF	N75'46'02"W	LJI NJJ V/ IB W 44.07 LJ2 NJ4-44'49"W 44.87'	C1 63.00 14.04.12 20.38 C2 117.00 14.04.12* 28.73'
AND FOROMANS THAT ARE REING BEDICATED BY THE FINAL MAP WHICH MICLUE 3.588 ACRES, WORE OF LESS, MAP A DESIGNATED REMARER OF OF 0576 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLESS, REFER TO THE AREA. TABLE BELOW):	MAPS AND FLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MITHIN PARCEL 6 OF TRACT 4205.	L13 N74'43'34"W 55.01' L14 N14'3'56"E 138.39'	L33 N36'22'23"W 44.87' L34 N37'59'57"W 44.87'	C3 1086.00 418'00" 81.51' C4 1480.00 4'48'04" 124.02'
TRACT 2014 APEA SUMMARY		N65'24'55"W	M_02,22.62N	1480.00 3'59'09"
LOTS 1 THROUGH 57 7.822 ACL	CERTIFICATE OF DEDICATION	LIG N20'24'55"W 35.36'		
PARCELS A THROUGH M 27,800 AC±	THE FOLLOWING REAL PROPERTY IS DEDICATED BY CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.	N42'52'20"W	L3/ N42.32.38 W 44.8/ L38 N44.30'11"W 44.87'	HAUIAL BEAHINGS
+	AS FOLLOWS:	L19 N50'09'55"E 55.00'	L39 N44'41'02"E 101.00"	(R)1 N61*41'52*W
701AL 33.217 AC± DESIGNATED REWANDER 0.676 AC±	<ol> <li>PARCELS A AND B FOR PUBPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLIC UTILITIES AND STORM PRAIN FACULITES, AND PEDESTRIAN INGRESS AND EQRESS.</li> </ol>	L20 N5614'23 <sup>*</sup> E 55.00'	L40 N40'41'53"E 101.00'	
<ol> <li>BASED ON INFORMATION CONTAINED IN THE REPORT, ORDER NUMBER 12:4023330-LF (RESIGN 3), DATED MAY 10, 2024, PROVIDED BY OLD REPUBLIC THLE COMPANY.</li> </ol>	THE OTY OF LATHROP SHALL RECOVERY THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMANION THAT PUBSIANTITO THAT DO ROCHMENTED TOOSE SCITON 664775 THE SAME DUHPOSE FOR MANCH THE PROPERTY WAS DEDUCATED DOGS NOT EXST.			M.80/ \$.05N P(L)
				SHEET 2 OF 8
				5







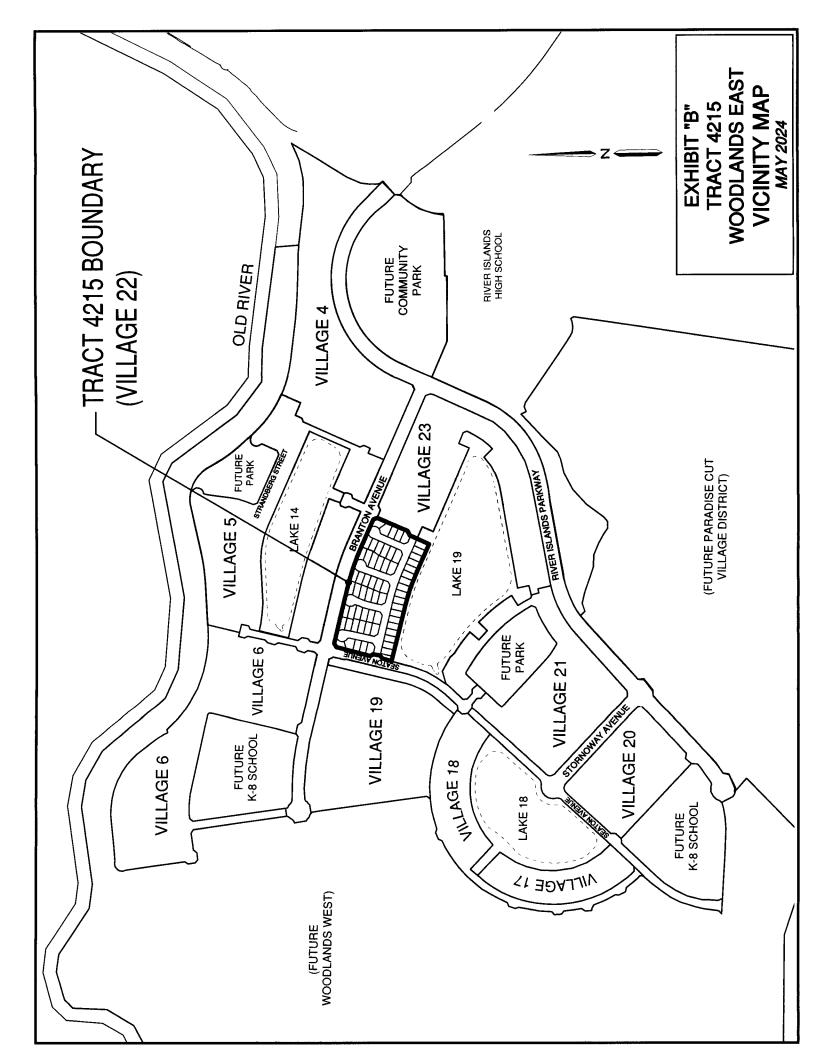




TRACT 4215 RIVER ISLANDS - PHASE 2 VILLAGE 22	A PORTICH OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 6	AND PARCEL 7 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARCE LOT FINAL MAP,	CITY OF LATHROP, SAN JOAQUN COUNTY, CALIFORMA	MAY 2024		5 N G 1 N F F A 1 N G																					TRACT 4205 (R1)		/	1, 65, 1				T R = 20.00 (CPU mo/0443'W 79.73(LOE) R = 620.00' A= 03330'44' L = 38.01'(SDE)	X		(1) $(1)$		PARCEL G 3		PARCEL 5	7		c	(NOT TO SCALE) SHEET & OF 8
LINE TABLE	DIRECTION	LET N51*44'28'W 44.8'	N54°59'35"W	W-60./£-95N	L65 N41ª40'29"W 46.98'	L66 N61°26'4.7"W 134.89'	L67 N73°08'37"E 188.20'	N67°08'59'E	N83"51'28'E	W22°22'29"W	N51°23'35'E	N68°06'04'E	L/3 N14-13'56 E 138.39	-	N18°32'41"F	N23°49'43"W	N73°31'39"E	L79 N65°59'13"W 32.47	W_10.22.01W								TR/			16,640 S.F. ±	$\bigwedge$	R=100.00' &=116'03'07" L=202.55'(T)	N69'35'50"E(R)	R=100.00' A=26'08'35"   = 45.63'(LCE)	N89'22'51"E(R)	N8415'36"W(R)	K=100.00 0=2154 20 L=36.25 (SUE)	N68'42'49"W(R)	38' STORM DRAIN	EASEMENT(SDE)		23,240 S.F. ±			
	DIRECTION	L31 N/4*41'10"W 55.00" L32 N72*36'41'W 55.00'	W70°32'12'W	N68°27'43'W	L35 N66°23'18"W 55.00'	L36 N66°27'25"W 55.01'	L37 N42°52'20"W 123.79	N50°09'55"E	N56°14'23"E	N62°18'52"E	N68°23'21"E	N74°27'50'E	L43 N/9°5542'E 55.00		N80°26'17"F	N10°40'04"W	N66°14'15"W	L49 N57°41'31"E 132,43'	N33°07'16"W	L51 N34°44'49"W 44.87"	L52 N36°22'23"W 44.87"	L53 N37°59'57"W 44.87"	W"05"37"30"W	N41°15'04'W	N42°52'38"W	N44°30'11"W	N44°41'02"E	L59 N40°41'53"E 120.00'	N20,06,04 W			R=10													
LINE TABLE	# DIRECTION L	L1 N59-13'56'E 35.36 1.2 N61910'53'E 23.24'	N30°46'04'W	N59°13'56"E	N30°58'50'W	L6 N59*41'44"E 20.76'	L7 N30°46'04"W 35.36'	N75°46'04"W	N64°47'42"E	N26°12'09"W	N67°38'28"E	N23°21'23"W	L13 N69-3505 E 35 36	W 42 / 1 (2 N	N59*13'56"F	N14°13'56"E	N14°13'56"E	L19 N59°13'56"E 35.36'	N20°24'55"W	L21 N79°47'15"W 20.00'	L22 N34°42'13"E 50.00'	L23 NS8°22'35'W 20.00'	N52°20'27"E	N3*02'44"W	N69°16'51"W	N0°49'11'E	N65°24'55'W	L29 N74*43'34"W 55.01' L20 M75646004W EE.00'																	
CURVE TABLE	# RADIUS DELTA 1	C31 20.00 35°44.25 31.19 C32 17.00 66°14'06' 19.65'	83.00' 14"04'12"	117.00' 14"04'12"	1086.00' 4°18'00"	C36 1480.00' 4*48'04" 124.02'	C37 1480.00' 3"59'09" 102.96'	20 00' 82°15'48"	27.50' 15°42'29'	100.00' 48°56'34"	100.00' 49°25'51*	100.00' 17°40'42'	27"41"27	C44 200.00 17/3843 51.59	500 00' 2°06'24"	27 50' 16°42'29'	20.00' 70°46'44"	150.00' 50"11'04"	150.00' 38°03'40'	C51 885.00' 15"02"05" 232.23'	885 00' 4°37'48"	C53 620.00' 10"43'28" 116.05'	C54 620.00' 7°47'40' 84.34'								NGS RADIAL BEARINGS	 	(R)23	(B)24	(R)25	(R)26	(B)27		(H)28	67(H)	(R)30	149 <sup>-W</sup> (R)31 N18°32'41'E	9.35°E	1'24'E	
CURVE TABLE	CURVE# RADIUS DELTA LENGTH	2415.00 1-16.15	17 00' 66°57'56'		50 00' 39°01'52'	C6 2475,00° 0°11'50° 8.53'	C7 2475.00' 1°16'31" 55.09'	2475.00' 1"16'26"	2475.00' 1'16'24"	580.00' 5°26'29"	580.00' 5°29'29"			50.00 43 43.33	50.00' 90*40'34"	50 00' 50"42'08"	50.00' 11*14'37'	C19 520.00' 5"10"37" 46.98'	520.00' 6°08'28"	C21 520.00' 6'04'17" 55.10'	C22 1680.00' 2°03'58" 60.58'	C23 1680.00' 2°34'20" 75.42'	50 00' 43°04'43"	50.00' 93°50'37"	50.00' 52°34'17"	50.00° 56°44'30°	17 00' 66"14'06"	1680.00' 2°01'01	C30 50.00 42°0732″ 36.76		RADIAL BEARINGS RADIAL BEARINGS		N61°41'52"W (R)12	(R)13	N78°19'50"W (R)14	(R)4 N79°47*15"W (R)15 N69°41'46"W	N79°35'25"W (P)16	MITORA DIE AMAR	W-82818/N	01/U) M 0720./N	N70°19'35"W (H)19	N64°50'06"W (R)20	N64°24'07'W (A)21	(R)11 N81*56'00"W (R)22 N36*11'24"E	

# EXHIBIT "B"

# TRACT 4215 WOODLANDS EAST VILLAGE 22 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.

LENGLISH

**RIVEISL-01** 

#### DATE (MM/DD/YYYY) 5/6/2024

CERTIFICATE OF LIABILITY INSURANCE	
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER License # 0C36861 CONTACT PHONE (A/C, No, Ext): FAX (A/C, No): Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071 E-MAIL ADDRESS NAIC # INSURER(S) AFFORDING COVERAGE 12537 **INSURER A : United Specialty Insurance Company** INSURED **INSURER B** : INSURER C Califia, LLC 73 W. Stewart Rd. **INSURER D** : Lathrop, CA 95330 **INSURER E** : **INSURER F** : **REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) ADDL SUBR INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS 2,000,000 X COMMERCIAL GENERAL LIABILITY Α EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 50,000 CLAIMS-MADE X OCCUR ATN2418343P 3/19/2024 3/19/2027 \$ Х MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRO-JECT POLICY LOC PRODUCTS - COMP/OP AGG \$ OTHER: \$ COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY \$ \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ PER STATUTE OTH-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$ N/A E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tract 4215

ACORD

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
City of Lathrop 390 Towne Center Drive	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Lathrop, CA 95330	

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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

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operation		
Or Organization(s):	Location(s) Of Covered Operations		

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - **1.** Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

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

- 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 oth- er than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## **United Specialty Insurance Company**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. VEN 051 00 (02/20)

## PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE PART, and supersedes any provision to the contrary:

## Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

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

and

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
  - (i) apply on a primary and non-contributory basis; and
  - (ii) would not seek contribution from any other insurance available to the additional insured.

or

**b.** Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s) As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

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

# UNITED SPECIALTY INSURANCE COMPANY

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

## VEN 064 00 (01/15)

## THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

Number of Days Notice

30

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

# EXHIBIT "D"

# WOODLANDS EAST VILLAGE 22

# UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE



## ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - PHASE 2 VILLAGE 22

May 13, 2024 Job No.: 25505-31

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price	-	Amount
1	Wet Utilities (95% Completion)	1	LS	\$	14,000.00	\$	14,000.00
2	Joint Trench (60% Completion)	1	LS	\$	319,800.00	\$	319,800.00
3	AC Paving (0% Completion)	1	LS	\$	294,400.00	\$	294,400.00
		ΤΟΤΑΙ	. cos	т то	O COMPLETE	\$	628,200.00

Notes:

1) Estimate for cost to complete based on contractor's note for Village 22 dated 5/13/2024

p:925.223.8340 | 6200 Stoneridge Mall Road, Suite 330, Pleasanton, CA 94588

www.westwoodps.com | www.odellengineering.com



ENGINEERING

### DRAFT ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - PHASE 2 VILLAGE 22 (62 UNITS) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 13, 2024 Job No.: 25505-31

tem	Description	Quantity	Unit	 Unit Price	 Amount
	STREET WORK				
1	Fine Grading	193,400	SF	\$ 0.45	\$ 87,030.0
2	3" AC Paving	51,900	SF	\$ 1.50	\$ 77,850.0
3	4.5" AC Paving	56,800	SF	\$ 2.25	\$ 127,800.0
4	6" Aggregate Base	51,900	SF	\$ 0.90	\$ 46,710.0
5	8" Aggregate Base	56,800	SF	\$ 1.20	\$ 68,160.0
6	Vertical Curb and Gutter (with AB cushion)	1,810	LF	\$ 15.00	\$ 27,150.0
7	Rolled Curb and Gutter (with AB cushion)	4,030	LF	\$ 15.00	\$ 60,450.0
8	Type F Median Curb (with AB cushion)	350	LF	\$ 18.00	\$ 6,300.0
9	Concrete Sidewalk	29,060	SF	\$ 5.00	\$ 145,300.0
10	Handicap Ramps	10	EA	\$ 2,500.00	\$ 25,000.0
11	Survey Monuments	9	EA	\$ 300.00	\$ 2,700.0
12	Traffic Striping & Signage	2,900	LF	\$ 5.00	\$ 14,500.0
13	Dewatering (budget)	2,900	LF	\$ 100.00	\$ 290,000.0
	Subtotal Street Work				\$ 978,950.0
	STORM DRAIN				
14	Catch Basins (type I inlet over type I manhole base)	15	EA	\$ 2,800.00	\$ 42,000.0
15	Catch Basins (type I inlet over type II manhole base)	3	EA	\$ 5,000.00	\$ 15,000.0
16	Catch Basins (type I inlet over type III manhole base)	2	EA	\$ 7,500.00	\$ 15,000.0
17	15" Storm Drain Pipe (polypropylene)	450	LF	\$ 18.00	\$ 8,100.0
18	18" Storm Drain Pipe (polypropylene)	790	LF	\$ 20.00	\$ 15,800.0
19	24" Storm Drain Pipe (polypropylene)	290	LF	\$ 31.00	\$ 8,990.0
20	30" Storm Drain Pipe (polypropylene)	430	LF	\$ 45.00	\$ 19,350.0
21	36" Storm Drain Pipe (polypropylene)	180	LF	\$ 60.00	\$ 10,800.0
22	48" Storm Drain Pipe (RCP)	430	LF	\$ 125.00	\$ 53,750.0
23	Manholes (type I)	2	EA	\$ 3,000.00	\$ 6,000.0
24	Manholes (type II)	2	EA	\$ 5,000.00	\$ 10,000.0
25	Manholes (type III)	1	EA	\$ 7,500.00	\$ 7,500.0
26	Connect to Existing	2	EA	\$ 1,700.00	\$ 3,400.0
27	Storm Drain Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.0
	Subtotal Storm Drain				\$ 216,690.0
	SANITARY SEWER				
28	8" Sanitary Sewer Pipe (PVC)	2,790	LF	\$ 28.00	\$ 78,120.0
29	Manholes ( <i>type I</i> )	9	EA	\$ 4,000.00	\$ 36,000.0
30	Manholes (type I w/ 60" Barrel)	2	EA	\$ 4,000.00	\$ 8,000.0
31	Sewer Service	62	EA	\$ 600.00	\$ 37,200.0
32	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.0
33	Sanitary Sewer Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.0
	Subtotal Sanitary Sewer				\$ 166,320.0

6200 STONERIDGE MALL ROAD SUITE 330, PLEASANTON CA 94588 + P 925 223 8340 + F 209 571 2466

							ENGINEER
tem	Description	Quantity	Unit		Unit Price		Amount
	WATER SUPPLY	•					
34	8" Water Line (including all appurtenances) (PVC)	2,870	LF	\$	32.00	\$	91,840.00
35	Water Service	62	EA	\$	2,000.00	\$	124,000.00
36	Fire Hydrants	7	EA	\$	4,000.00	\$	28,000.00
37	Temporary Blow Off Valve	1	EA	\$	1,000.00	\$	1,000.00
38	8" Resilient Gate Valve	16	EA	\$	1,550.00	\$	24,800.00
39	Connect to Existing	2	EA	\$	4,000.00	\$	8,000.00
40	Water Stub & Plug	1	EA	\$	1,000.00	\$	1,000.00
Subtotal Water Supply							278,640.00
	<u>RIVER FILL LINE</u>						
41	24" River Fill Line (including all appurtenances) (PVC)	410	LF	\$	85.00	\$	34,850.00
42	Connect to Existing	2	EA	\$	4,000.00	\$	8,000.00
	Subtotal River Fill Line					\$	42,850.00
	JOINT TRENCH & STREET LIGHTING						
42	Joint Trench and Street Lighting (including all appurtenances - lump sum)	1	EA	\$	800,000.00	\$	800,000.00
	Subtotal Joint Trench & S	\$	800,000.00				
	TOTAL CO	NSTRUCT		ST (	nearest \$1,000)	\$	2,400,000.00
				~	OST PER LOT	•	38,700.00

Notes:

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

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

3) Joint trench and street lighting based on Power Systems Design estimate to O'Dell Engineering.

ATTACHMENT "

June 3, 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 4215; Escrow No. 1214023330

Dear Lori:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of River Islands Development Area 1, LLC, a Delaware limited liability company ("*RIDA1*") 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 RIDA1 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, 2024, at the time designated in writing by RIDA1, subject to satisfaction of the conditions set forth below (each a "*Closing*"). If the Final Map has not been recorded by June 30, 2025, 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 RIDA1 for recordation in the Official Records of San Joaquin County, California ("*Official Records*").

B.1. One original Final Map for Tract 4215, 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. 2023-1 (River Islands Public Services and Facilities) Annexation No. \_\_\_\_ (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 RIDA1).

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 RIDA1).

B.5A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-1 (Public Facilities) (provided to title by RIDA1).

B.6. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental) (provided to title by RIDA3).

The documents listed in Items B.1, B.2, B.3, B.4, B.5 and B.6 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. 2023-1 (River Islands Public Services and Facilities); (ii) 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 (iii) 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). 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 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. <u>Funds and Settlement Statement</u>

You also have received, or will receive from RIDA3, 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 RIDA3 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 RIDA3.

• 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 **\$147,967.21**, 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 **39.207** 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 Stephen Salvatore or 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 RIDA1 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development Area 1, 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 Development Area 1, 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 Development Area 1, LLC

## ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA1 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 RIDA1 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

#### SIXTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) Annexation No.

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. 2023-1 (River Islands Public Services and Facilities #2) (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 June 28, 2023 as Document No. 2023-050810 (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.

This Sixth 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. 2023-1 (River Islands Public Services and Facilities #2) 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 April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), 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

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, 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 Sixth 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: \_\_\_\_\_, 2024.

By: \_\_\_\_\_

Teresa Vargas, City Clerk, City of Lathrop

#### EXHIBIT A

### CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2) ANNEXATION NO. \_\_ ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. \_\_ TO CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

Name(s) of Property	San Joaquin County	Legal Description
Owner(s)	Assessor's Parcel No.	of Property
CALIFIA, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-630-01 (Por.)	Parcel 6 of Tract 4205 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on April 24, 2024, in Book 44 of Maps and Plats, at Page 95 as Document Number 2024-033794.

#### EXHIBIT B

## CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2) ANNEXATION NO. \_\_

## 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:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022- 23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022- 23)*
Residential Property:	Lot office		,
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 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>	Residential Square
		Foot	Foot

\* On July 1, 2023, 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 2022-23)*
Type of Property	Lot Size	2022-23)*	2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$132.99 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

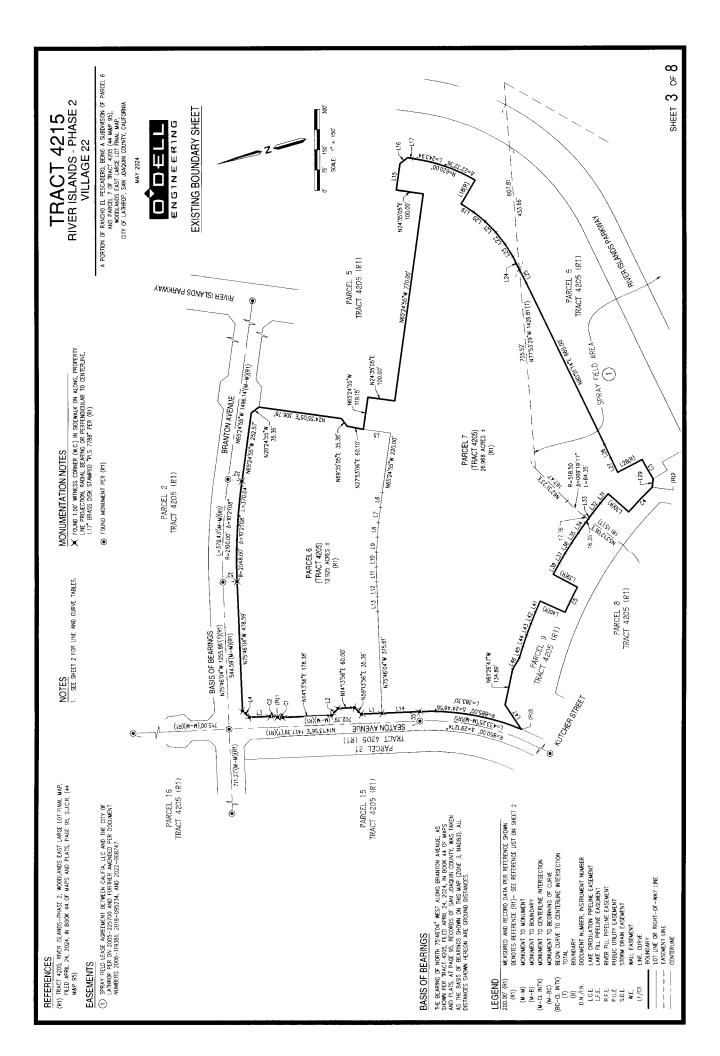
\* On July 1, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.

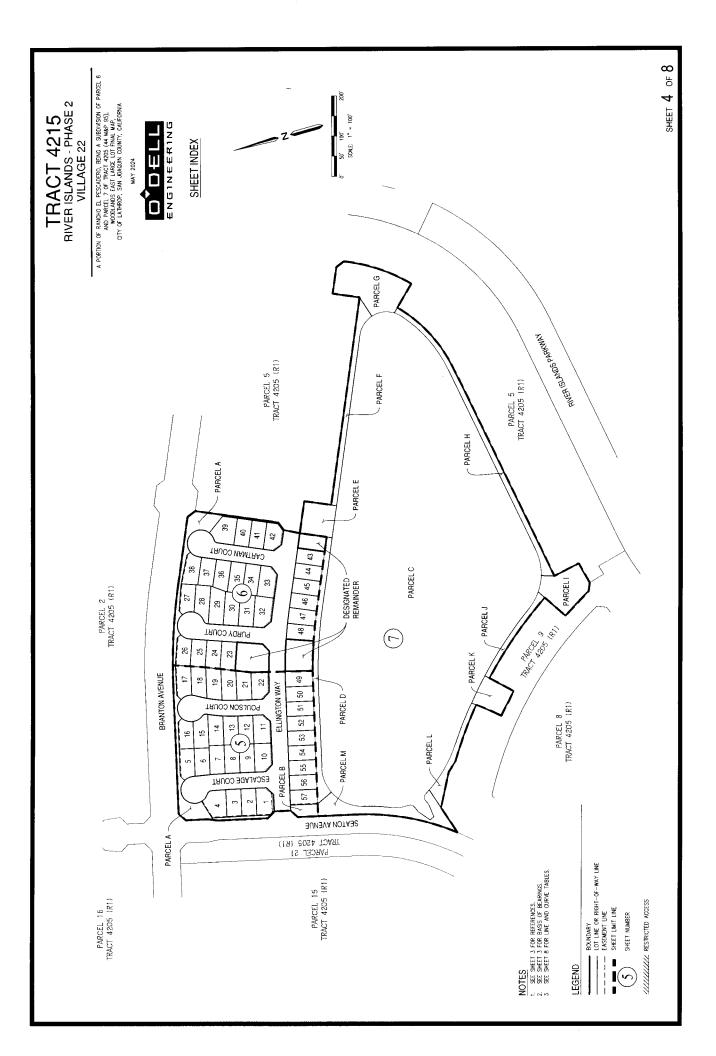
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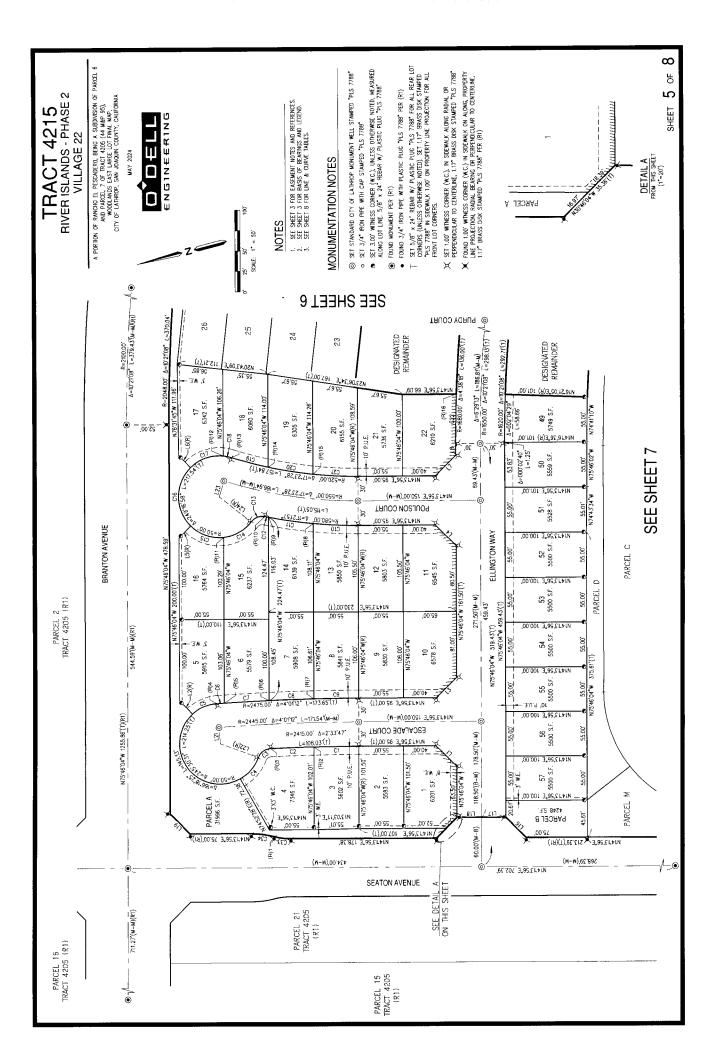
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ECOMPT FROM THE FER VOLVENMENT VOLVENMENT VOLVENMENT RECORDED IN CONCECTION WITH CONKUMERENT IRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX	FRANT TEN TEL DE DAVISAURAT FOR 2138 - DOWNLAT	SEE SHEET 2 FOR TRUSTEE'S STATEMENT	NAME SUSAN DELL'OSSO DATE ITS: PRESOENT DATE	OWAER: CALIFIA, LLC, A CALIFORNIA LIMITED LIABULTY COMPANY	OWER WENDS TO SLEDONZE THE LAND SLADECT TO THIS MAP WITH AWY AND ALL REPARAM REATS GO OTHER WATER WITEREST TO MUCH THE SLEDECT LAND IS CHITLED THERIN APPRIETAMET OR BELATING TO THE LANDS, MIETHER SUCH WATER RIGHTS SHALL BE REPARAM, OKENLYNG, LUTIORAL, PERCOLATING, PRESCRIPTINE, ADJUDICATED, STATUTORY OR CONTRACTUAL, OWER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE REPARAM RIGHTS OF THE SUBLECT LANDS WITHIN THE BOUNDAMES OF THIS MAP OR THE SURROL/NUNG PROPERTIES.	THE UNDERSYMPLODES HENERY RESERVE THE NON-EXCLUSIVE "LAVE THE UPPETINE EXSERVING", ROCKTER WITH THE REGIT OF CONSTRUCT, RECAR AND THE VIEW EXSERVING", ROCKTER WITH THE REGIT TO CONSTRUCT, RECAR AND MANTAN, THE EXSERVENTS AND THER APPARETMENTS, THE TAVE AND CONSTRUCT, RECAR AND MANTAN, THE EXSERVENTS AND THE RECORDER AND THE REGIST OF THE REGIST OF THE RECARD AND T	A SEPARATE DOCUMENT SUBSECUENT TO THE FILME OF THIS FINAL MAP. SND PARELES OF, H, J AND LINE SUBJECT TO A SLOWENT SUBSECUENT TO THE FILME OF THIS FINAL MAP.	The undersigned docs hereby reserve the designated remainder as shown on this map for future development. The undersigned does hereby reserve parcels o through w for lake purposes, as shown on this final wap. SND parcels are not deducated heredon, but will be converted to rever slavnos public finance jutilidaty by	HE CITY OF	The UNDERSIDED DOES HEREBY RELIVOUSH TO THE CITY OF LATHROP ALL ABUITERS RIGHT OF ACCESS TO LOTS 1, 10, 11, 22, 33, 33 AND 42 ACONG THE LOT LINES AS INDICATED BY THE STMBOL $\angle Z/Z/Z/Z$ , AS SHOWN ON THIS FINAL MAP	<ol> <li>PARCELS A AND B TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FEDICE MANTENANCE, AND APPURENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.</li> </ol>	AT TO CONSTRUCT, RECONSTRUCT, AS SHOWN ON THIS FINAL MAP	3. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP. TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAR AND MANTAR, PREUNES, DRAMAS, GRANAGE SYSTEMS AND THER APPORTEMANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "SDE." (STORM DRAM EASEMENT).	2 A NON-EXCUSIVE LESEMENT TO THE CITY OF UNITABOY TOOCTHES WITH THE ROAT TO CONSTRUCT, RECONSTRUCT, REPARA NOW MAINAN, POLICE WREES, CABLES, PARE CONSULTS MON THERE APPLICITUATIONS UPON OTR MO UNDER THE STRIPS OF LAND AS SHOWN ON THIS TINKL MAP DESCANTED AS "PULE" (PUBLIC UTULTY EASTWARD).	<ol> <li>TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-MAY PURPOSES, THOSE PORTIONS OF SMD LANDS DESIGNATED ON SMD MAP AS ELLINGTON WAY, ESCALAGE COURT, POLLSON COURT, PURPOY COURT AND CARTMAN COURT AS SHOWN ON THIS FMAL MAP.</li> </ol>	THE UNDERSTAND, UND STREET STALL THE LIFE WEES OF THE SAME STALL SAME THE UNDERSTALL. THE UNDERSTALL SAME THE UNDERSTALL SAME THE UNDERSTALL SAME SAME SAME SAME SAME SAME SAME SAME	OWNER'S STATEMENT	
	NAVE (PRINT) PRIVOPAL COUNTY OF BUSINESS MY COMMISSION NUMBER: NY COMMISSION EXPIRES.	I CEREFY UNDER PENALTY OF FERLINY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND:	ON A NOTARY FIGUE PERSONALLY APPEARED IN E ON THE BASIS OF SATISFACTORY ENDENCE TO BE THE PERSON(S) MHOSE MANE(S) IS/ARE SUBSOBBED TO THE MITHAN INSTRUMENT, AND ADDOMEDICED TO WE THAT HE/SHE/THEY EXECUTED THE SUBSOBBED TO AUTHORIZED CHARAFTORIES, AND THAT BY HS/SHE/THEY SEASURATION(S) ON THE BASIS/HS/THE/ AUTHORIZED CHARAFTORIES, AND THAT BY HS/SHE/THEY SEASURATION(S). OR THE ENTITY UPON BEHALF OF MHON THE PERSON(S) ACTED, DZECUTED THE INSTRUMENT.	STATE OF CALFORNIA COUNTY OF SAN JOAQUIN )	ACKNOWLEDGEMENT CERTIFICATE (OWNER) A KOTARY PUBLIC OR OTHER OFTER COMPLETING THIS CERTIFICATE IS ATTACHED, AND OF THE INFOLMESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT	TREEA WARAS CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAOUM, STATE OF CALFORMA	I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE OTY COUNCIL OF LATHROP AND FREED IN MY OTHER.	ALSO, PURSUANT TO SECTION 66434(C) OF THE CALIFORMA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEEBEY ABANDON THE NON-EXCUSIVE FUBLIC UTUTY EXSLUENT (FULL) FOR PUBLIC PURPOSE DEDIATED FEE THACT 4205 FULL MAP RECORDED APRIL 24, 2024, N BOOK 44, 07 MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAM JOAQUIN COUNTY, MITHIN THE BOUNDARY OF THIS FINAL MAP.	REMES, THE DEDUATION IN REE OF PARCELS A AND B, AND ACCEPTED THE OFFER OF DEDUATION OF ELINGTON MAY, ESCALADE COURT, POUSSON COURT, PURSY COURT AND CARTMANN COURT AS SHOWN ON SAID FINAL MAY SUBJECT TO THE MAPPONEMENTS BEING COMPLETED IN ACCORDINGE. WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.	VIETING, APPROVE SAD AVP, AND ALTI-GRAZED ITS RECORDATION, AND ACCOPTED ON BEAULY OF THE CATY OF LATHEORY FOR PUBLIC USE, THE RELINQUENCENT OF ACCESS REMATS TO LOTS 1. 10, 11, 22, 32, 34 AUD 42 ALONG THE LOTS LIVES AS INVERTING RELINER OF ACCESS REMATS TO LOTS 1. 10, 11, 22, 32, 33 AUD 11/17 EXELUTION, STORAU ROME RESERVENTS AND OWNED RELING. THE CEDICATION OF GROUND WITER UTILIT EXELUTION, STORAU ROME RESERVENTS AND WALL RESERVENTS. THE CEDICATION OF GROUND WITER	CALFORMA, DO HERENY SIAR THAT THE HEREN DEMORED MAP DIMILED "RACIT 2415, BAVE SANDS-PHARZ, VILLARZ ZI ANKI MAP", CITY OF LATHORE CALFORMA, ONSORTING OF EDIT (6) SHEETS, THIS STATEMENT WAS PRESENTED TO SAND CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREIPON BY ENSOLUTION NO. 2017 COUNCIL 2020, AND THAT SAND OTHER AT SAND THEREIPON BY RESOLUTION NO. 2017 COUNCIL 2020, AND THAT SAND ADDRETE AT SAND	CITY CLERK'S STATEMENT			MAY 2024	A PORTION OF RANCHO EL PESCADERO, BENIG A SUBDIVISION OF PARCEL 6 MOD PARCEL 707 (THACT 4405 (44 MAR 95)), MOD AND EAST LAGEL (104 LAMP)	TRACT 4215 RIVER ISLANDS - PHASE 2	
SHEET 1 OF 8	STEVE RESTOLANDES ASSESSIGN-RECORDER-COUNTY OLER SAN JOADUN COUNTY, CULFORNIA	FLED THISOF WAPS AND PLATS, AT PAGE AT THE REQUEST OF QLD REPUBLIC TITLE COMPANY. IN BOOKOF WAPS AND PLATS, AT PAGE AT THE REQUEST OF QLD REPUBLIC TITLE COMPANY. FLE: \$	IDER'S STATEMENT	CIVIL	DATED THIS DAY OF 2014 THE MARY	OT I ENVIRED STATE TWO INTERVIEW FOR THE OT SUBJECT OF THE OT OF LATHOR CALIFORNA AND LEADS A VARION HEERS STATE TWAT I AN THE OTT SUBJECT OF THE OTT OF LATHOR CALIFORNA AND THAT LANCE SUMMED THIS THAN UND OF "TRACT 421; SUBJECT PARS 2, 21 (AT A LATHOR CALEFORMI, AND THAT THE SIGNING SUBME HEERS A SUBJECT AND THAT ON THE SESTING THAT AND NO THE SIGNING SUBJECT AT THAT AND THAT AND THAT STALL AND CALIFUL THE SIGNING OF CALIFORD A TERATIONS. THEORE, TO THAT AND THAT STALL AND CALEFORD THAT AND ANY AMENDARIAS. THEORE, A PROJECT AND THAT AND APALOBE. COMMENTS OF THE CITY OF LATHOR AND ANY AMENDARIST THEORED. APPLICABLE AT THE THAT OF A MEDIANA CALEFORD THAT THAT AND ANY AMENDARIST THEORED. APPLICABLE AT THE	O'TY ENGINEER'S STATEMENT	REARDO GAGUAT, COMMUNTY DEVELOPMENT DIRECTOR CITY OF LATHROP	AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4988. DATED THS DAY OF 2024.		VICINITY MAP							

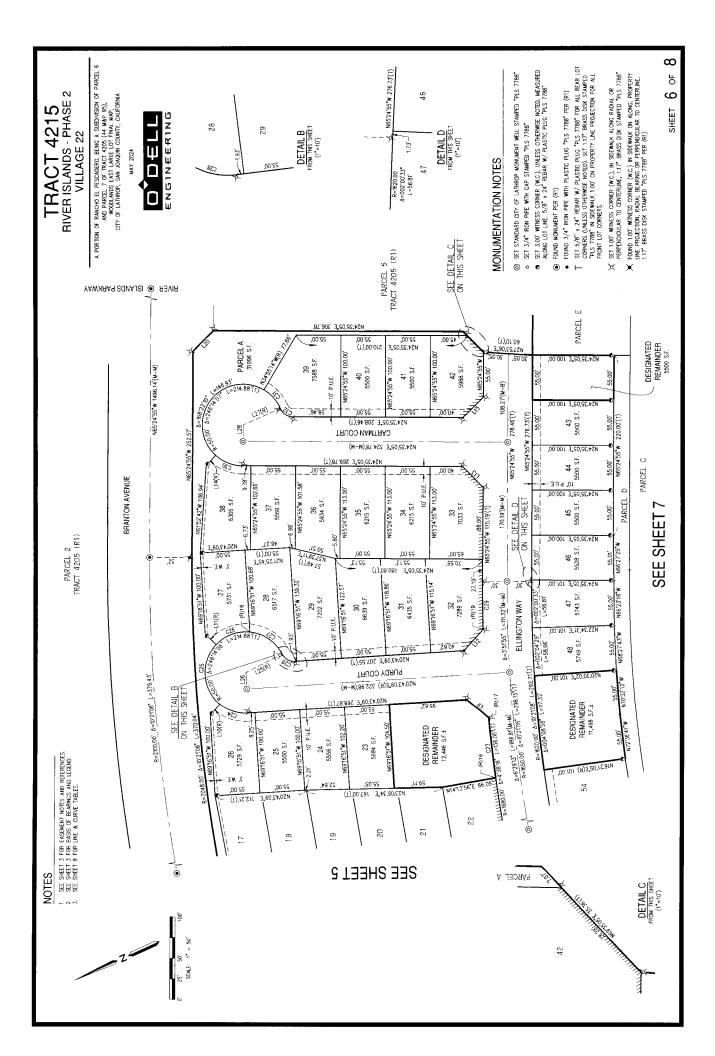
OITY SURVEYOR'S STATEMENT	IATEMENT			TRUSTEE'S STATEMENT OD REPUBLIC THE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED AUGUST 29, 2001, AS DOCUMENT NUMBER 2003-19743, AND ANDERDED NO OCCUMENT RECORDED ENDARY 4, AND INTER ARENED NO OCCUMENT RECORDED 2014-01147, AND INTER ARENED NO OCCUMENT RECORDED ARENED NO OCCUMENT RECORDED ARENED NO OCCUMENT ARENED RECORDED ARENED NO OCCUMENT RECORDED ARENED ARENED RECORDED ARENED ARENED ARENED RECORDED ARENED ARENED RECORDED ARENA RECORDED ARENED RECORDED ARENED RECORDED ARENED RECORDED ARENED RECORDED ARENED RECORDED ARENA RECORDED ARENA RECORDED ARENA RECORDED ARENA RECORDED ARENED RECORDED ARENA RE	A. AS DOCUMENT AGRE- R 2019-079300. Di M DOCUMENT	TRAC RIVER ISLAI	TRACT 4215 RIVER ISLANDS - PHASE 2 VILLAGE 22
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darryl a. Alexander, p.l.s. Acting city surveyor	, 5071	A CALIFORN	8	ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)			
SLIBVEVOR'S STATEMENT	TNEW			A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE. VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHIS SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTH-FULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT	[		
THIS MAP WAS PREPARED BY IN CONFORMANCE WITH THE RE	ME OR UNDER MY DIRECTION AND I RE OR UNDER MY DIRECTION AND I EQUIREMENTS OF THE SUBDYNSION N 11.0. ON MARCH 15, 2024, 1 HEREPA	IS BASED UPON A FIELI WAP ACT AND LOCAL O Y STATE ALL THE MONU	.D. SURVEY SPDINANCE UNENTS	STATE OF CALEOPENIA ) COUNTY OF SAN JOAQUIN )	1		
ARE OF THE CHARACTER AND THOSE POSITIONS BEFORE JUNK BE, SUFFICIENT TO ENABLE THI SUBSTANTIALLY CONFORMS TO DATED THIS D	ARE OF THE CHARACTER AND GOCUPY THE POSTIONS INDICATED OF THAT THEY MALE BE SET IN BE, POSTIONS BEFORE, TOUL, 2025, AND THAT THE MOURTLS ARE, OF THAT THEY MALL BE, SUPTIERNT TO ENABLE THIS SUPERY TO BE RETARCD, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TRUTATINE MAP. DATED THISDAY OF2024202420242024.	OR THAT THEY ML B COR THAT THEY ML B FNTS ARE, OR THAT TH THAT THIS FINAL MAP STING TENTATIVE MAP.	第二日 第二日 第二日 第二日 第二日 第二日 第二日 第二日 第二日 第二日	CM A NOTARY PUBLIC, PERSONALLY APPENARD, A NOTARY PUBLIC, PERSONALLY APPENARD, MED NOT THE BASS OF SATISFACTORY ENDERGE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSORED TO ME WITHIN INSTRUMENT, AND ACKNOMEDGED TO ME THAT HE (SHE/THEY EXECUTED THE SAME IN HIS/AHER/THERE AUTHORIZED CARADITYLES), AND TALKIT PUBLIC SUBADURE(S) ON THE NATIWARD THE REVENTY OF MER ENTITY VOID BEHALF OF WHICH THE PERSON(S), ACTLD, EXECUTED THE INSTRUMENT THE REVENSON(S), CH RE ENTITY VOID BEHALF OF WHICH THE PERSON(S), ACTLD, EXECUTED THE INSTRUMENT THE REVENSON(S), CH RE ENTITY VOID BEHALF OF WHICH THE PERSON(S), ACTLD, EXECUTED THE INSTRUMENT.	ROVED TO RIBED TO /HER/THEIR ERSON(S),		
		20	EN EL	L CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALFORMAT THAT THE FOREGOING PARAGRAPH IS TROLE AND CORRECT.	RECONC		
DYLAN CRAMFORD, P.L.S. NO 7788	7788	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	(OR )	WITHESS MY HAND:	LINE AND CURVE TABL	LINE AND CURVE TABLES FOR SHEET 3 ONLY	
		FTCOF CALIFOR		SIGNATUPE:	LINE TABLE	LINE TABLE	LINE TABLE
				NAME (PRINT) PRINCPAL COUNT OF BUSINESS	DIRECTION	DIRECTION	DIRECTION
				WY COMMISSION EXPIRES:	N1413'56"E	L21 N6218'52"E 55.00'	L41 N50'06'54"W 44.87'
1. RIGHT TO FARM STATEMENT:	tent: unmenut cont of communers of	AT AL AUGUE AL			L2 N3U 46 U4 W 33.36 L3 N1413'56"E 75.00'	N50 23 21 E	-
PER CULY OF LATHROP J PERMITS OPERATION OF THAT UTHLIZE CHE	MUNICIPAL CODE OF ORDINANCES, 1. PROPERLY CONDUCTED AGRICULTUR EMICAL FERTILIZERS AND PESTICIDES	TITLE 15, CHAPTER 15.4 RAL OPERATIONS WITHIN S. YOU ARE HEREBY NO	48.04, THE CITY OF LATHROP V THE CITY LIMITS, INCLUDING OTIFIED THAT THE PROPERTY	SIGNATURE OMISSIONS	N5913'56'E	N79'55'42"E	N54'59'35"W
YOU ARE PURCHASING A SUBJECT TO INCONVENIE	MAY BE LOCATED CLOSE TO AGRICU INCE OR DISCOMFORT ARISING FROM	ILTURAL LANDS AND OF THE LAWFUL AND PRC	PERATIONS, YOU MAY BE OPER USE OF AGRICULTURAL	PURSUANT TO SECTION 66436 OF THE CALIFORMA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:	L5 N24'35'05"E 100.00'	L25 N7948'45"E 55.01'	L45 N56'37'09"W 44.87'
CHEMICALS AND PESTICI CULTIVATION, PLOMNG, 1 PRODUCTS, PROTECTION	ADES AND FROM OTHER AGRICULTUR, SPRAYING, IRRIGATION, PRUNING, HA OF CROPS AND ANIMALS FROM DFP	REVESTING BURNING OF PREDATION AND OTHER	ng without lumitations, F agricultural waste 2 activites where may	<ol> <li>RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER</li> </ol>	L6 N66'27'25"W 55.01' 17 MEE'9718"W 55.00'	L26 N81'53'44"E 55.01' 1.27 NBRYSE'17"E 57.68'	L46 N41'40'29"W 46.98' 147 N2T78'77"E 100.11'
CENERATE DUST, SMOKE LOCATED ADJACENT TO DEPENDING AN THE LOCA	GRIVENTLY, INTERVIEW OF ODD. PADD PADD PERSIS INFORMATION OF AN INTERVIEW WAY OF A CONTRAVIANT AND AN INTERVIEW GRIVENTLY, USUS, WARK, USIS, DOOR, ROBNYS AND PESIS RE AMARE ALSO, THAT THIS REOPERT MAY RE LOCATED AUAGENT TO ARROLLING, OPERATORS OUTSOF, THE OTYPA, AUXISTOCIAL, ASSOCIAL, ASSOCIAL, AND A DECAMANA OF VAID BADDEADENT AT ANY OF ALCOSTANT AND A DECAMANA OF AND BADDEADENT AT ANY OF ALCOSTANT AND A DECAMANA OF AND BADDEADENT AT ANY OF ALCOSTANT AND A DECAMANA OF AND A DECAMANA OF AND BADDEADENT AT ANY OF ALCOSTANT AND A DECAMANA OF AND A D	TS. BE AWARE ALSO, T.	IN ACTIVITIES PROPERTY MAY BE TION. CONSEQUENTLY, VALIDE DEPENDENT TO	DOCUMENT NUMBER 2001-01046177, S.J.C.R.	N68'27'43"W	N10-40'04"W	N/3/10 3/ E
	NIENCES OR DISCOMFORT AS NORMAL	AL AND NECESSARY ASF	PECT OF LIVING IN AN		W70'32"12"W	W661415"W	CURVE TABLE
<ol> <li>A SOILS REPORT ENTILE REFERENCED AS PROJEC PROJECT BY ENGEO, IND</li> </ol>	A sous report invitied "Grotchnick, explorator, hver is and/s parse 1, laphrod, calforna", referenced as project no. 3 day 500010 mud daftd, July 29, 2005, has been prepared for hus project by Prings, dangergared, Jusse 1, iodile, g.e. no. 2877, and 15 or hie mit he city for	NUFY 29, 2005, HASE 1 NUFY 29, 2005, HAS BEI NO. 2677, AND IS ON	1, LATHROP, CALIFORNIA", EEN PREPARED FOR THIS 4 FILE WITH THE CITY OF	EASEMENT ABANYDOWNENTINULE THE FOLOMME EXEMPTIS BIRD ABADOMED BY THIS FINAL MAP. PLEASE REFER TO THE PRIVATEMENT ON SHEET AND SHEET AD	L10 N72'36'41"W 55.00' L11 N74'41'10"W 55.00'	L30 N57'41'31'E 101.00' L31 N33'07'16"W 44.87'	CURVE RADIUS DELTA LENGTH C1 83.00 14'04'12" 20.38'
LATHROP. 3. TRACT 4215, RIVER ISLA TOTAL OF 7.829 ACRES, AND POADWAYE THAT A	LATHOR, PIECE PLANES - PHAGE 2, VILAGE 22 FINAL MAP. CONTANS 57 RESIDENTIAL LOTS WITH A MEAT 47215. RECERTSANDS - PHAGE 2, VILAGE 22 FINAL MAP. CONTANNS 57 RESIDENTIAL LOTS WITH A TOTAL 07.502 AACEAE OF RECENS PARKELS A TRANSLEY A CONTANNA 27 2000 AACEAE. WORK OR LESS.	L MAP, CONTAINS 57 R UGH M CONTAINING 27.	RESIDENTIAL LOTS WITH A 800 ACRES, MORE OR LESS, 3600 ACRES, MORE OR LESS,	The Mark-Configuration of marks in a more state of the predict preposes in the Mark-Exclusion Foreign of the State St	L12 N75'46'02"W 55.00' L13 N74'43'34"W 55.01'	L32 N34'44'49"W 44.87' L33 N36'27'73"W 44.87'	C2 117.00 14'04'12" 28.73' C3 1086.00 4'18'00" 81.51'
LESS, AND A DESIGNATE (PLEASE REFER TO THE	THE BEING DEVICATED BT ITIS TING ED REMAINDER OF 0.676 ACRES, MO AREA TABLE BELOW):	IL MAP WHILT INCLUDE ORE OR LESS, AS SHOW	JOSS AURES, MURE UK WI ON THIS FINAL MAP	PARCEL 6 OF TRACT 4205.	N1413'56"E	W_72'92'57"W	1480.00 4'48'04"
	TPACT A015 ADEA SIMILADY		_		N65'24'55"W	N39'37'30"W	C5 1480.00 3'59'09" 102.96'
	LOTS 1 THROUGH 57	7.829 AC±		CERTIFICATE OF DEDICATION	L16 N2024'55'W 35.36' L17 N24'35'05'E 19.33'	L36 N4115'04"W 44.87 L37 N42'52'38"W 44.87	RADIAL BEARINGS
	PARCELS A THROUGH M	27.800 AC±		The following real property is dedicated by caufia, i.i.c, a caufornia limited Liability conpany:	L18 N42'52'20"W 101.00'	L38 N44'30'11"W 44.87'	LINE # DIRECTION
	STREET DEDICATIONS	3.588 AC±		AS FOLLOWS:	N50'09'55"E	N44'41'02"E	- +
	TOTAL	39.217 AC± 0.576 101		<ol> <li>PARCELS A AND B FOR PURPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLC UTILITIES AND STORM PRAIN FACULITES, AND PEDESTRIAM INGRESS AND ECRESS.</li> </ol>	L20 N5614'23"E 55.00'	L40 N40'41'53'E 101.00'	-
	DESIGNATED REMAINDER	U.6/6 AC±		THE CITY OF LATHROP SHALL RECOVMEY THE PROPERITY TO THE SUBDIVIDER IF THE CITY			M-807 C-06N E(H)
4. BASED ON INFORMATION (VERSION 3), DATED MAY	BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 124023330-LR (VERSION 3), DATED MAY 10, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.	TILE REPORT, ORDER N. JBLIC TITLE COMPANY.	JUMBER 1214023330-LR	MARKS A DETERMINATION THAT PURSUANT TO COVERNMENT CCOE SECTION 66477.5 THE SAME PURPOSE FOR MHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.			
							SHEET 2 OF 8

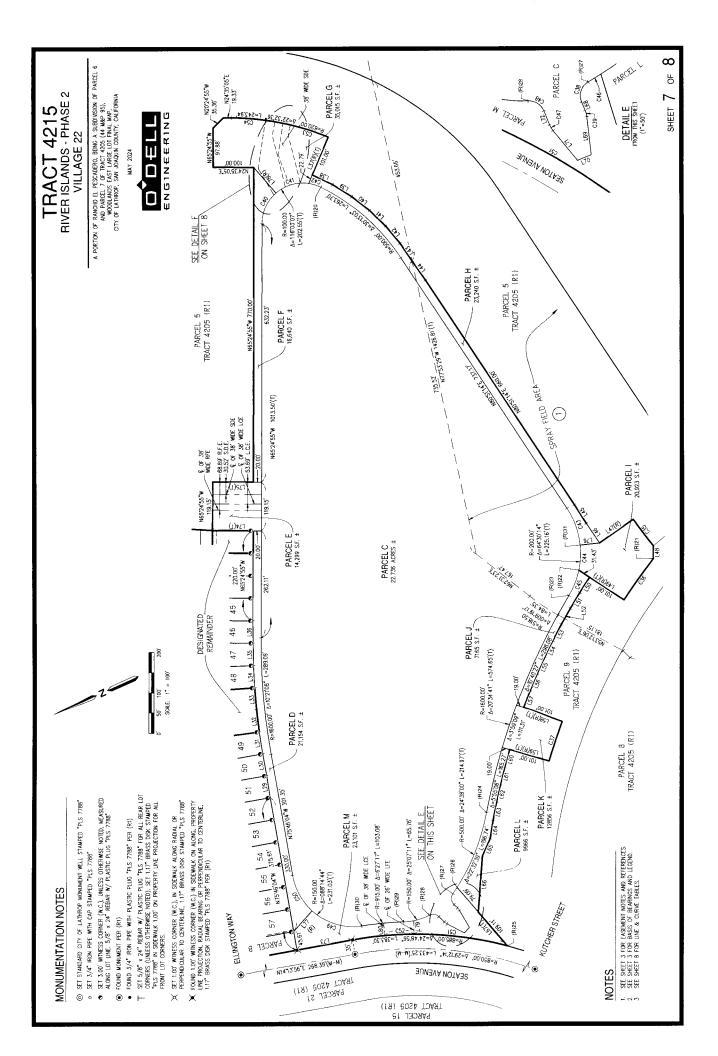
SHEET 2 OF 8











TRACI 4215 RIVER ISLANDS - PHASE 2 VILLAGE 22	A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 6	AND PARCEL / CH TAKEL 4205 (4 Marz 93), WOOLUNG EAST LARGE LOT FINAL MAP CITY OF LATHEOPE SAN JOAQUN COUNTY, CALUGENSIA	MAY 2024			ENGINEERING																_			-			IKACI 4203 IKTZ LAKE CIRCULATION	PIPELINE EASEMENT(LOE)	/	AND			(National States)	5704'45"W 79.73(LGF)			PR=620.00' I=22'32'26' L=243.94'(T)	P	X	35,015 S.F. 4		TRACT 4205 [R1]	7	DETAIL F	(NOT TO SCALE) SHEFT & OF 8	,
LINE TABLE	LINE # DIRECTION LENGTH		L63 N54°59'35"W 44.87'	L64 N56°37'09"W 44.87	N41°40'29"W	N61°26'47"W	N73°08'37'E	3.65.80~/9N	N83"51 28"E	W22°22'29"W	N51°23'35"E	N68"06'04"E	N14°13'56"E	N24°35'05'E	N24°35'05"E	N18°32'41"E	N23°49'43'W	L78 N73°31'39*E 82.70'	N65°59'13"W	L80 N70°37'01"W 30.00							P	IKAU		PARCELE	16,640 S.F. ±	$\bigwedge$	R=100.00'	N69-35'50"E(R)		R=100.00 <sup>°</sup>	N8415'36"W(R)	R=100.00'	(G)m_0F,CF,SUN		38' STORM DRAIN	CASEMENT (SOL)	PARCELH	23,240 3.F. I			
LINE TABLE	DIRECTION	L32 N/4*4110*W 55.00 L32 N72°36'41*W 55.00'	L33 N70°32'12'W 55.00'	L34 N68°27'43*W 55.00'	N66°23'18"W	N66°27'25'W	N42°52'20"W	N50°09'55"E	N56°14'23"E	N62°18'52"E	N68°23'21"E	-	N79°55'42"E	L44 N79°48'45"E 55.01'	L45 N81*53'44"E 55.01'		N10°40'04"W	L48 N66°14'15"W 31.28'	L49 N57°41'31"E 132.43'	L50 N33°07'16"W 44.87'	L51 N34°44'49"W 44.87"	N36°22'23TW	N37°59'57"W	M-02.42-80	N41°15'04'W	N42°52'38"W	N44°30'11"W	N44*41'02'E	-	10.144 M 40.00.00M 001			R=10														
LINE TABLE	# DIRECTION L	L1 N59°13'56"E 35.36' L2 N61°10'53"E 23.24'	+	L4 N59°13'56"E 35.36	N30°58'50"W	L6 N59°41'44"E 20.76'	N30°46'04"W	N75°46'04"W	N64°47'42"E	L10 N26°12'09"W 18.45'	L11 N67°38'28"E 18.45'	L12 N23°21'23"W 34.78'	L13 N69°35'05"E 35.36'	L14 N23°17'24'W 17.41'	L15 N20°24'55"W 35.36'	L16 N59°13'56"E 35 36'		L18 N14°13'55"E 30.00'	L19 N59°13'56"E 35.36'	L20 N20°24'55"W 35.36'	L21 N79°47'15"W 20.00'	N34°42'13"E	N58°22'35"W	N52°20'27'E	N3°02'44"W	N69°16'51"W	N0°49'11"E	N65"24'55"W	N74°43'34"W	L30 N/5/4602 W 55.00																	
CURVE TABLE	# RADIUS DELTA L	C31 50.00° 35°44'25° 31.19° C32 17.00° 66°14'06° 19.65°	83.00' 14"04'12"	C34 117.00° 14*0412° 28.73°	1086.00' 4°18'00"	C36 1480.00' 4°48'04" 124.02'	1480.00' 3°59'09"	20.00 82°15'48"	16°42'29"	C40 100.00' 48°56'34" 85.42'	C41 100.00' 49°25'51° 86.27	C42 100.00' 17°40'42" 30.85'	C43 200 00' 27"41'27" 96.66'	C44 200 00' 17°38'43" 61.59'	C45 200.00' 19"10'04" 66.91'	C46 500 00' 2°05'21" 18.23'	C47 27 50' 16°42'29' 8 02'	C48 20.00' 70°46'44" 24.71'	C49 150.00' 50°11'04" 131.38'	C50 150.00' 38°03'40' 99.64'	C51 885.00' 15*02'05* 232.23'	C52 885 00' 4°37'48" 71.52'	C53 620.00' 10'43'28' 116.05'	C54 620.00° 7°47'40° 84.34'								L			(H)23	.1"W (R)24 N34°46'47"E	9"W (R)25 N50°57'08"W	6-W (R)26 N57°19'26'E	(B)27	(B)28	(8)20				35-6	24°E	
CURVE TABLE	# RADIUS DELTA L	C1 2415.00' 1*1818" 55.00' C2 2415.00' 1*15:29" 53.02'	66°57'56"	50.00	C5 50.00° 39°01'52° 34.06'	C6 2475.00 0°11'50" 8.53'	2475.00' 1°16'31"	C8 2475.00 1°16'26' 55.03'	C9 2475.00' 1*16'24" 55.00'	C10 580.00' 5°26'29" 55.08'	C11 580.00' 5°29'29* 55.59'	C12 580.00' 0°25'59" 4.38'	C13 17.00 63°15'26" 18.77	C14 50 00' 45°43'33" 39 90'	C15 50.00° 50°57'10° 44.46'	C16 50.00' 90°40'34" 79.13'	C17 50.00' 50°42'08" 44.25'	C18 50.00' 11°14'37' 9.81'	+	C20 520.00' 6°08'28" 55.73'	C21 520.00' 6'04'17' 55.10'	+	C23 1680 00' 2°34'20" 75.42'	C24 50.00° 43°04'43° 37.59°	C25 50.00 93°50'37 81,89'	C26 50.00' 52°34'17' 45.88'	C27 50 D0 56°44'30' 49.52'	C28 17.00' 66°14'06" 19.65'	C29 1680 00' 2°01'01" 59.14'	C30 50 00' 42°07'32' 36 76'		L	RADIAL	DIRECTION LINE #	(B)1 N61°41'52'W (R)12 N69°36'08'W	(R)2 N77°04'22"W (R)13 N58°22'41"W	(R)3 N78°19'50"W (R)14 N63°33'19"W	(R)4 N79°47715°W (R)15 N69°41'46°W	N70°35'55"W (R)16	NIZeo16/64-W	8110) AA +C DI D/N	A 97 70 J/N	N70°19'35"W (H)19	0.2/U) M. 90.00. 99N	N64°24'07'W (H)21	(R)11 N81°56'00"W (R)22 N36°11'24"E	