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

ITEM:	APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 105 LOTS IN TRACT 4220 VILLAGE 23 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS
RECOMMENDATION:	Adopt Resolution Approving Final Map for Tract 4220 Village 23 within the Woodlands East District, Totaling 105 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC

#### SUMMARY:

The proposed Final Map for Tract 4220 Village 23 (Tract 4220), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. Califia, LLC (River Islands) is proposing one hundred and five (105) 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 4220, 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 4220 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 4220 is \$3,487,000, 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 4220 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 105 LOTS IN TRACT 4220 VILLAGE 23 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$728,900
Performance Security (110% of Unfinished Improvements) Bond No. 0844453	
Labor & Materials Security (50% of Performance Security) Bond No. 0844453	\$400,895

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

Tract 4220 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:

Do	cuments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed
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 105 LOTS IN TRACT 4220 VILLAGE 23 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.	14. Tract 4220 Village 23 – City of Lathrop Community Facilities District No. 2023-1 Annexation				
Fees	5	Status			
1.	Final Map plan check fee	Paid			
2.	Improvement Plans - Plan check and inspection fees	Paid			
3.	3. Sierra Club Settlement fee				

## 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 4220 Village 23 within the Woodlands East District, Totaling 105 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with Califia, LLC
- B. Vicinity Map Tract 4220 Village 23
- C. Subdivision Improvement Agreement between the City of Lathrop and Califia, LLC, a California limited liability company, for Tract 4220, Village 23
- D. Escrow Instructions for Final Map Tract 4220 Village 23
  - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment "D")
- E. Final Map Tract 4220 Village 23

**CITY MANAGER'S REPORT** JUNE 3, 2024, CITY COUNCIL SPECIAL MEETING APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 105 LOTS IN TRACT 4220 VILLAGE 23 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

**APPROVALS** 

Veronica Albarran **Junior Engineer** 

Brad Taylor City Engineer

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Cari James Finance Diffector

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Michael King Assistant City Manager

Salvador Navarrete **City Attorney** 

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Stephen Salvatore City Manager

05/20/202

Date

5/20/ Date

Date

5.22.2024 Date

5.22.2024

Date

5.30.24

Date

#### **RESOLUTION NO. 24-**

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4220 VILLAGE 23 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 105 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 4220 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 4220 that guarantee the unfinished improvements in the amount as follows:

Unfinished Improvement Total:	\$728,900
Performance Security (110% of Unfinished Improvements) Bond No. 0844453	
Labor & Materials Security (50% of Performance Security) Bond No. 0844453	\$400,895

; 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 4220 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 4220 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:

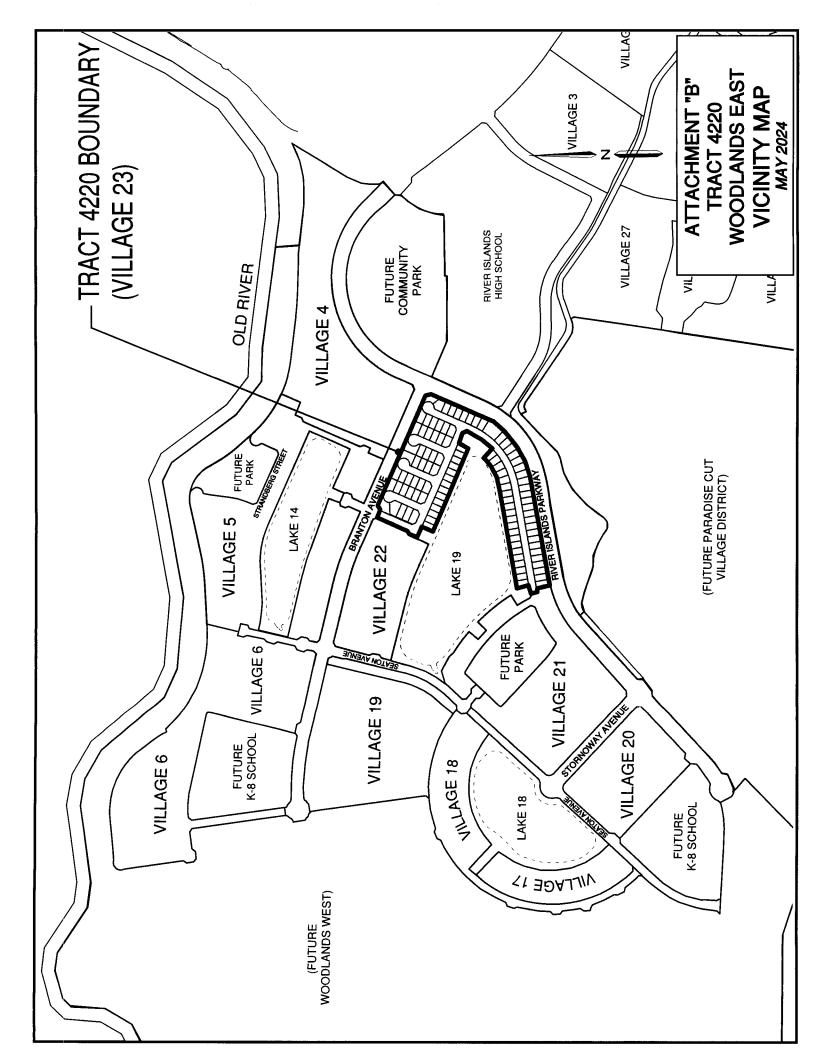
Sonny Dhaliwal, Mayor

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 4220 VILLAGE 23 105 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 4220 Woodlands East Village 23 (Tract 4220). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4220 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 4220, in the amount shown in Section 8 of this agreement.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4220 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 4220. 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 4220 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 23

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 4220, 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 \$348,700, equal to 10% of the estimated cost of the Improvements for the Woodlands East Village 23 neighborhood (\$3,487,000) 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.

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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 4220 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.

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Unfinished Improvement Total:	\$728,900
Performance Security (Bond No. 0844453)	\$801,790
Labor & Materials Security (Bond No. 0844453)	\$400,895

#### **Table 1 – Bond Values**

9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or

any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors,

executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4220.

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 4220
EXHIBIT B TRACT 4220 WOODLANDS EAST VILLAGE 23 AREA
EXHIBIT C: CITY INSURANCE REQUIREMENTS
EXHIBIT D: WOODLANDS EAST VILLAGE 23 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 Vargas Date City Clerk BY:

Stephen J. Salvatore Date City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

Date

5.22-2024

Salvador Navarrete City Attorney

SUBDIVIDER

Califia, LLC, a California limited liability company

BY:

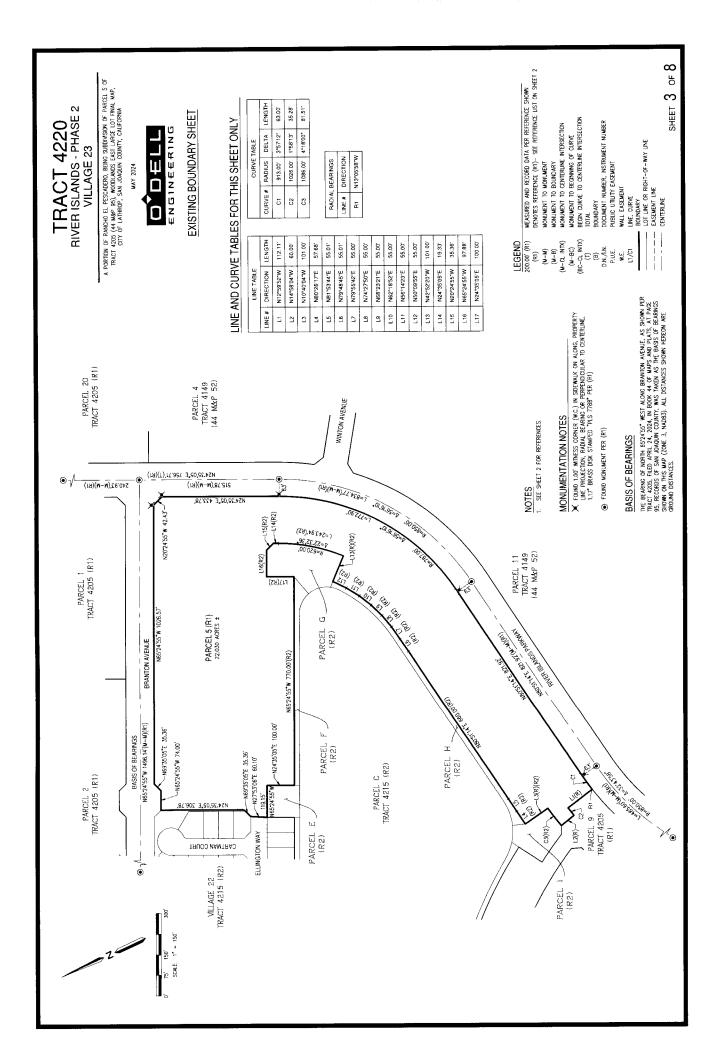
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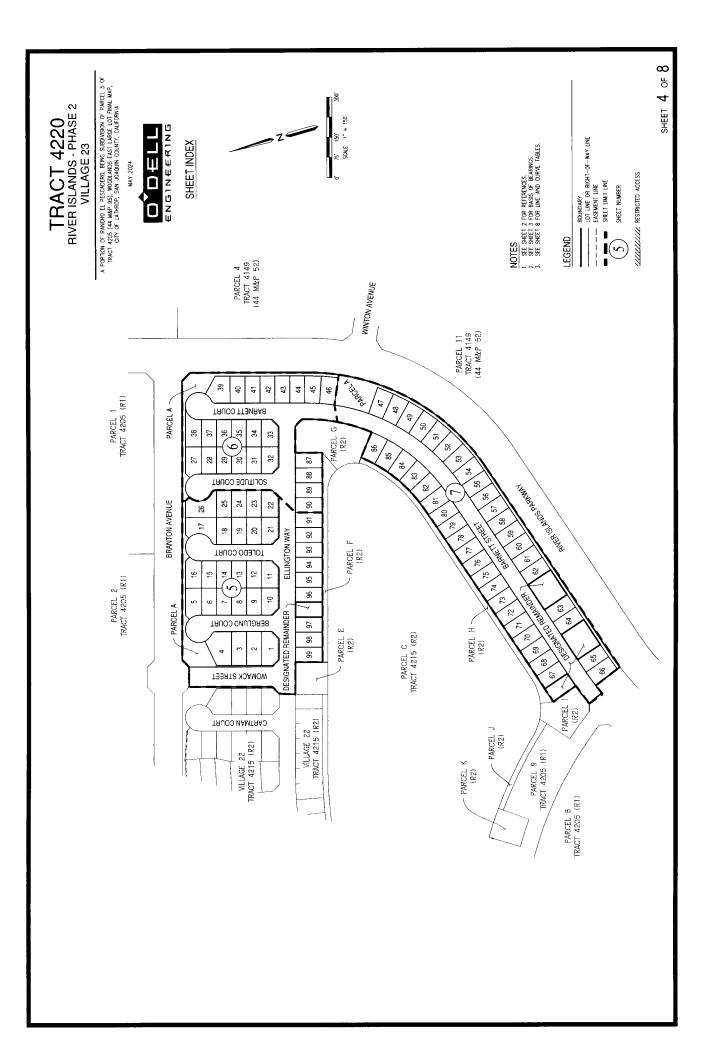
# EXHIBIT "A"

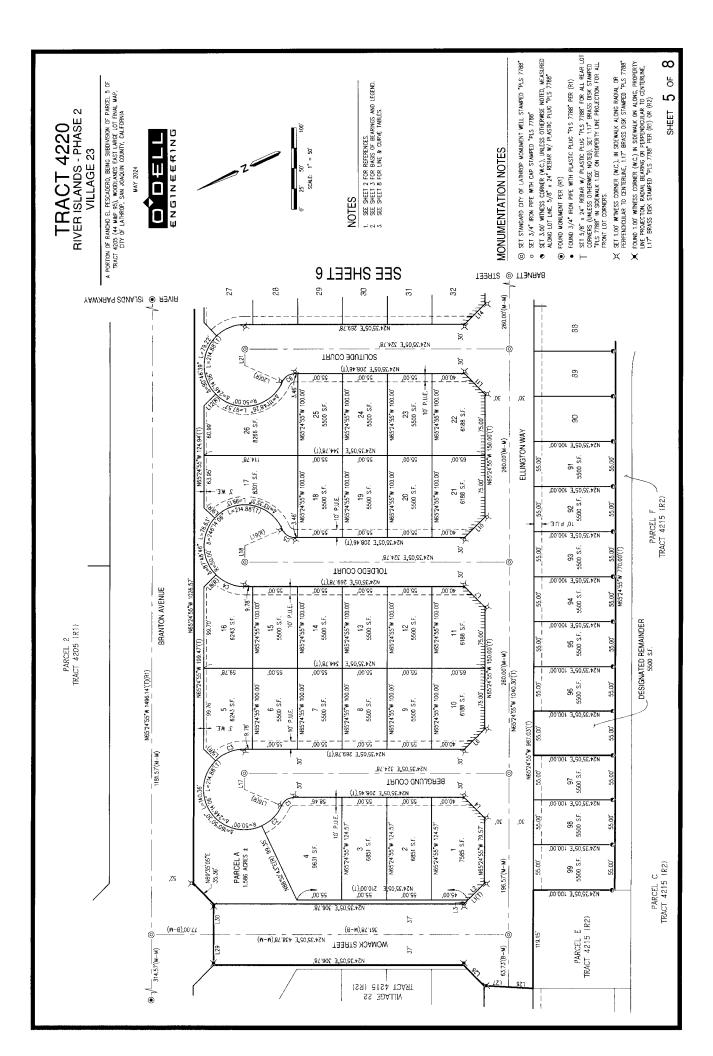
# FINAL MAP - TRACT 4220

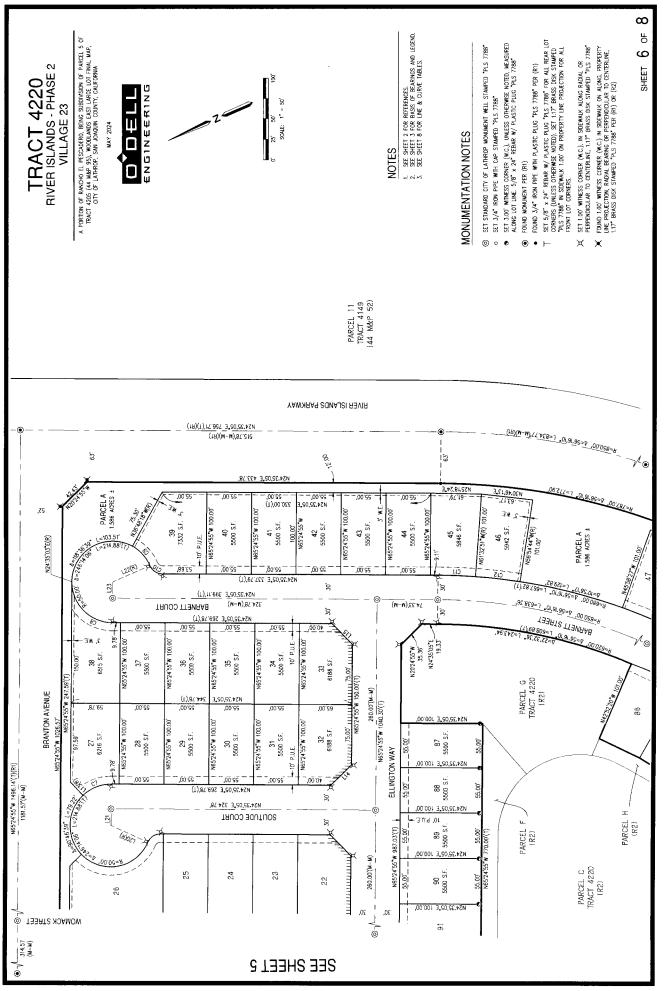
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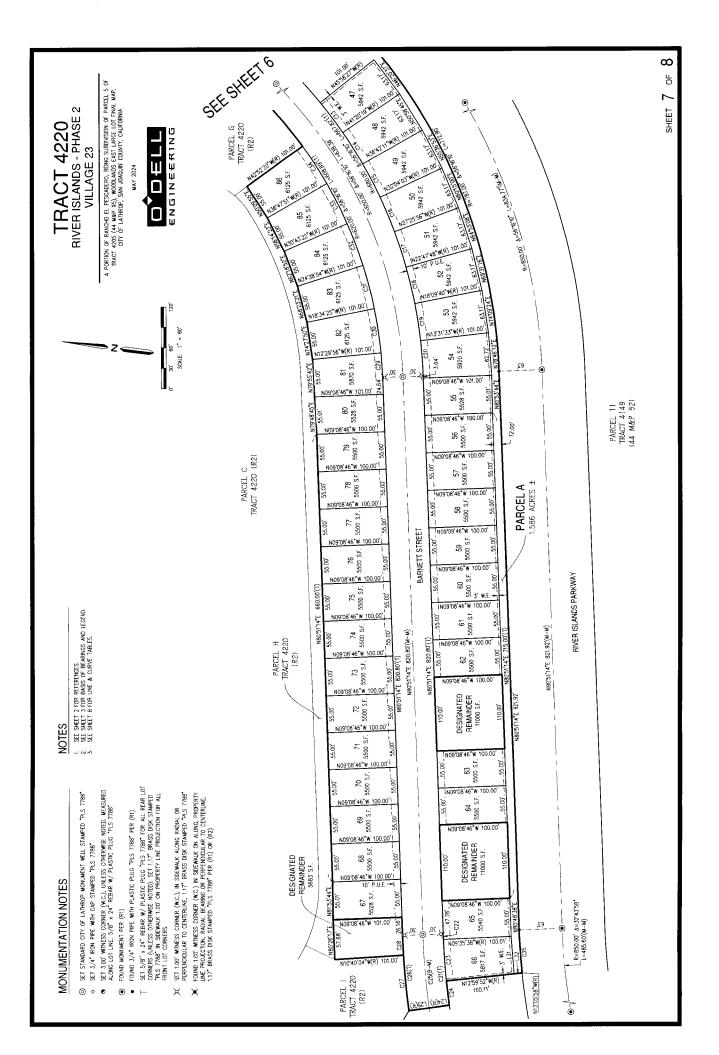


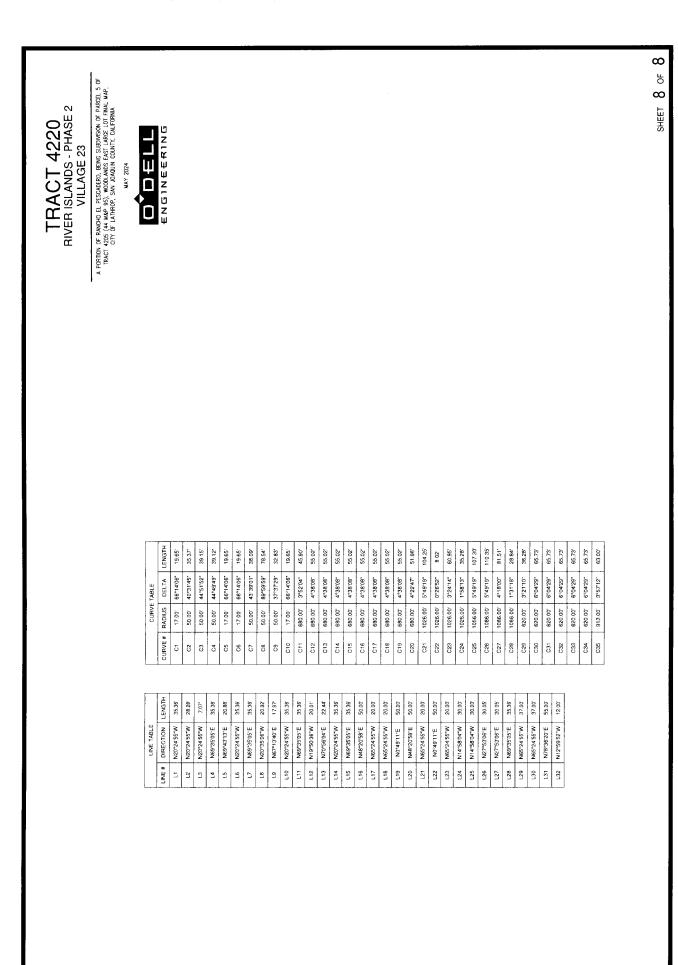






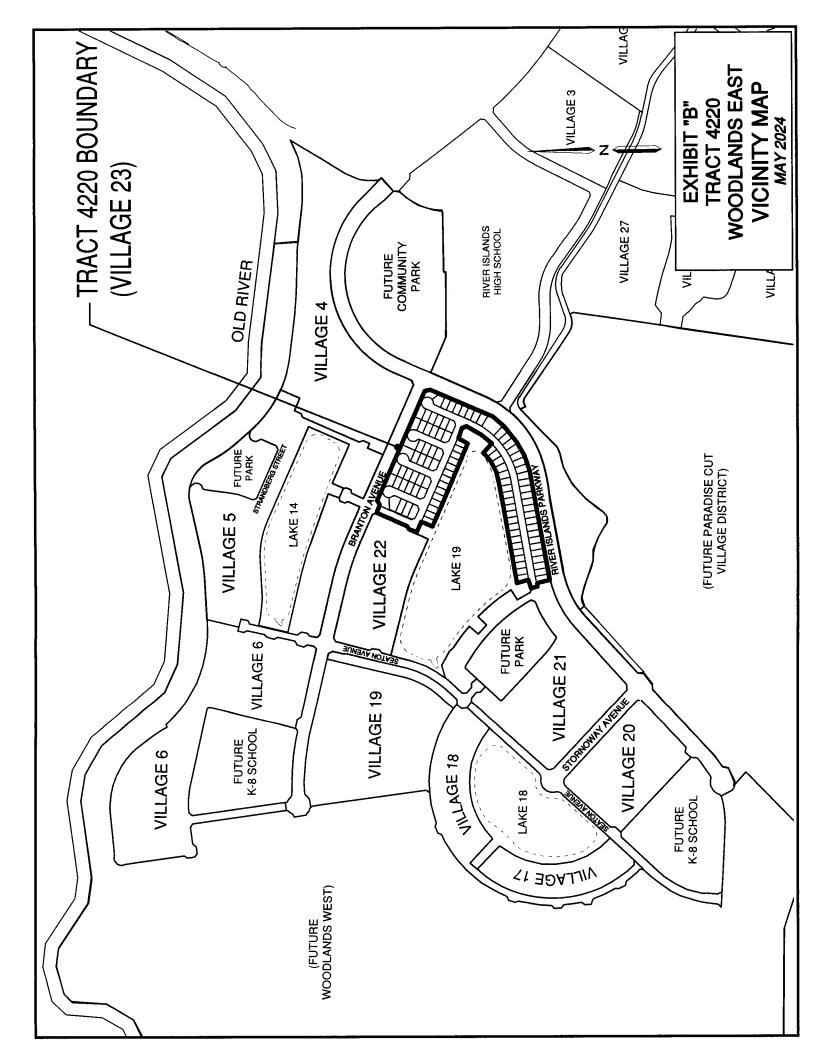
SEE SHEET 7





# EXHIBIT "B"

# TRACT 4220 WOODLANDS EAST VILLAGE 23 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.

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CERTIFICATE OF LIABILITY INSURANCE						CE		E (MM/DD/YYYY) 5/6/2024		
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	DESCRIPTION OF OPERATIONS below	-						E.L. DISEASE - POLICY LIMIT	\$	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES (/	ACORE	) 101, Additional Remarks Schedul	le, may be	attached if mor	e space is requir	ed)		
City resp of La	t 4220 of Lathrop, its officers, City Council, b ects to General Liability. General Liabi throp, its officers, employees and age payment of premium.	oards lity sh	and all be	commissions and member e Primary and Non-Contrib	s there utory w	of, its employ ith any other	vees and age	nts are included as Addit force for or which may b	e nurc	hasod by City
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	City of Lathrop 390 Towne Center Drive				THE	EXPIRATION	DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL I Y PROVISIONS.		

City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

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AUTHORIZED REPRESENTATIVE

## 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)	Location(s) Of Covered Operations
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 23

# UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE



#### ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - PHASE 2 VILLAGE 23

May 13, 2024 Job No.: 25505-32

#### CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

ltem	Description	Quantity	Unit		Unit Price	 Amount
1	Wet Utilities (95% Completion)	1	LS	\$	14.900.00	\$ 14,900.00
2	Joint Trench (60% Completion)	1	LS	\$	339,300.00	\$ 339,300.00
3	AC Paving (0% Completion)	1	LS	\$	374,700.00	\$ 374,700.00
		TOTAL	. cos	г то	COMPLETE	\$ 728,900.00

Notes:

1) Estimate for cost to complete based on contractor's note for Village 23 dated 5/13/2024

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



#### DRAFT ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - PHASE 2 VILLAGE 23 (105 UNITS)

May 13, 2024 Job No.: 25505-32

CITY OF LATHROP	, SAN JOAQUIN COUNTY,	CALIFORNIA
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Item	Description	Quantity	Unit	Unit Price	Amount
	STREET WORK				
1	Fine Grading	249,500	SF	\$ 0.45	\$ 112,275.00
2	3" AC Paving	52,300	SF	\$ 1.50	\$ 78,450.00
3	4.5" AC Paving	82,700	SF	\$ 2.25	\$ 186,075.00
4	6" Aggregate Base	52,300	SF	\$ 0.90	\$ 47,070.00
5	8" Aggregate Base	82,700	SF	\$ 1.20	\$ 99,240.00
6	Vertical Curb and Gutter (with AB cushion)	1,500	LF	\$ 15.00	\$ 22,500.00
7	Rolled Curb and Gutter (with AB cushion)	6,600	LF	\$ 15.00	\$ 99,000.00
8	Concrete Sidewalk	40,700	SF	\$ 5.00	\$ 203,500.00
9	Driveway Approach	105	EA	\$ 600.00	\$ 63,000.00
10	Handicap Ramps	8	EA	\$ 2,500.00	\$ 20,000.00
11	Survey Monuments	11	EA	\$ 300.00	\$ 3,300.00
12	Traffic Striping & Signage	3,900	LF	\$ 5.00	\$ 19,500.00
13	Dewatering (budget)	3,900	LF	\$ 100.00	\$ 390,000.00
	Subtotal Street Work				\$ 1,343,910.00
	STORM DRAIN				
14	Catch Basins (type I inlet over type I manhole base)	22	EA	\$ 2,800.00	\$ 61,600.00
15	Catch Basins (type I inlet over type II manhole base)	2	EA	\$ 5,000.00	\$ 10,000.00
16	Catch Basins (type I inlet over type III manhole base)	1	EA	\$ 7,500.00	\$ 7,500.00
17	15" Storm Drain Pipe (polypropylene)	500	LF	\$ 18.00	\$ 9,000.00
18	18" Storm Drain Pipe (polypropylene)	1,440	LF	\$ 20.00	\$ 28,800.00
19	24" Storm Drain Pipe (polypropylene)	860	LF	\$ 31.00	\$ 26,660.00
20	30" Storm Drain Pipe (polypropylene)	310	LF	\$ 45.00	\$ 13,950.00
21	42" Storm Drain Pipe (polypropylene)	140	LF	\$ 120.00	\$ 16,800.00
22	48" Storm Drain Pipe (RCP)	40	LF	\$ 125.00	\$ 5,000.00
23	Manholes (type I)	3	EA	\$ 3,000.00	\$ 9,000.00
24	Manholes (type II)	1	EA	\$ 5,000.00	\$ 5,000.00
25	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.00
26	Storm Drain Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
	Subtotal Storm Drain				\$ 199,410.00
	SANITARY SEWER				
27	8" Sanitary Sewer Pipe (PVC)	3,820	LF	\$ 28.00	\$ 106,960.00
28	Manholes (type I)	14	EA	\$ 4,000.00	\$ 56,000.00
29	Sewer Service	105	EA	\$ 600.00	\$ 63,000.00
30	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
31	Sanitary Sewer Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
	Subtotal Sanitary Sewer				\$ 229,960.00

tem	Description	Quantity	Unit		Unit Price	Amount
	WATER SUPPLY					
32	8" Water Line (including all appurtenances) (PVC)	4,020	LF	\$	32.00	\$ 128,640.00
33	Water Service	105	EA	\$	2,000.00	\$ 210,000.00
34	Fire Hydrants	11	EA	\$	4,000.00	\$ 44,000.00
35	Temporary Blow Off Valve	1	EA	\$	1,000.00	\$ 1,000.00
36	8" Resilient Gate Valve	16	EA	\$	1,550.00	\$ 24,800.00
37	Connect to Existing	1	EA	\$	4,000.00	\$ 4,000.00
38	Water Stub & Plug	1	EA	\$	1,000.00	\$ 1,000.00
	Subtotal Water Supply					\$ 413,440.00
39	JOINT TRENCH & STREET LIGHTING Joint Trench and Street Lighting (including all appurtenances - lump sum)	1	EA	\$	1,300,000.00	\$ 1,300,00.00
	Subtotal Joint Trench & S	Street Lightin	ıg			\$ 1,300,000.00
	TOTAL CO	NSTRUCT		ST (	(nearest \$1,000)	\$ 3,487,000.00
				с	OST PER LOT	\$ 33,200.00

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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.

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 4220; Escrow No. 1214023386

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 4220, 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 RIDA1).

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 cindy@goodwinconsultinggroup.net. Susan Dell'Osso Consulting Group, (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 RIDA1, 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 RIDA1 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 RIDA1.

• 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 **\$83,141.22**, 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 **22.03** 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@sigov.org</u>) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands 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

#### SEVENTH 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 Seventh 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 Seventh 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 5 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:

		Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-
Type of Property	Lot Size	23)*	23)*
Residential Property:			
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	Residential Square	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

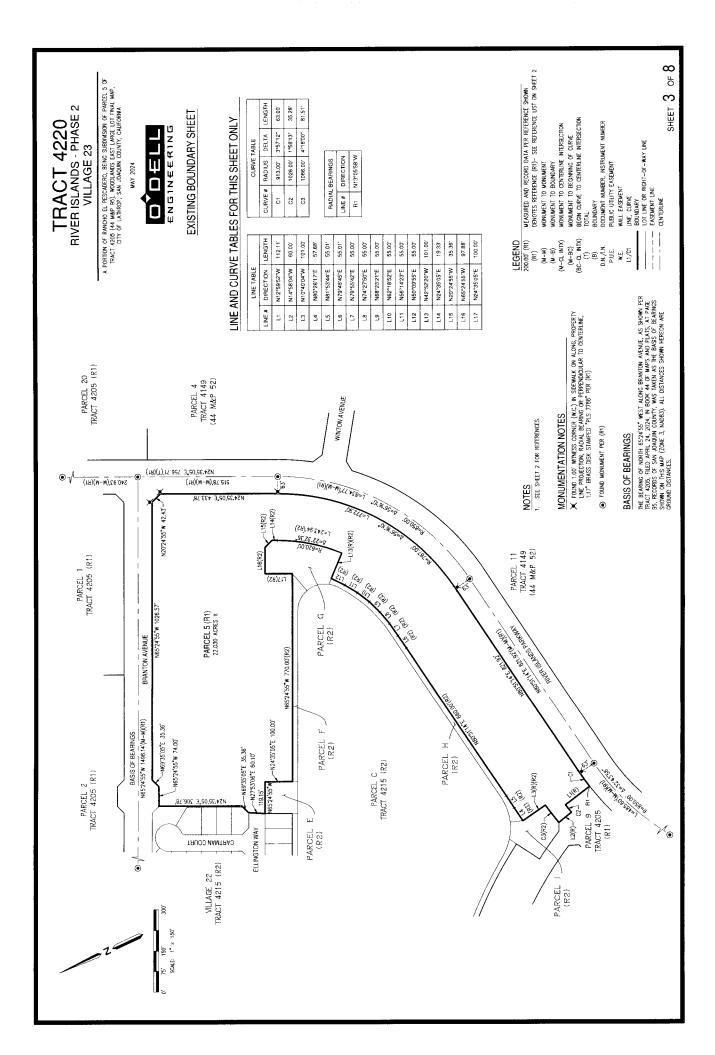
The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

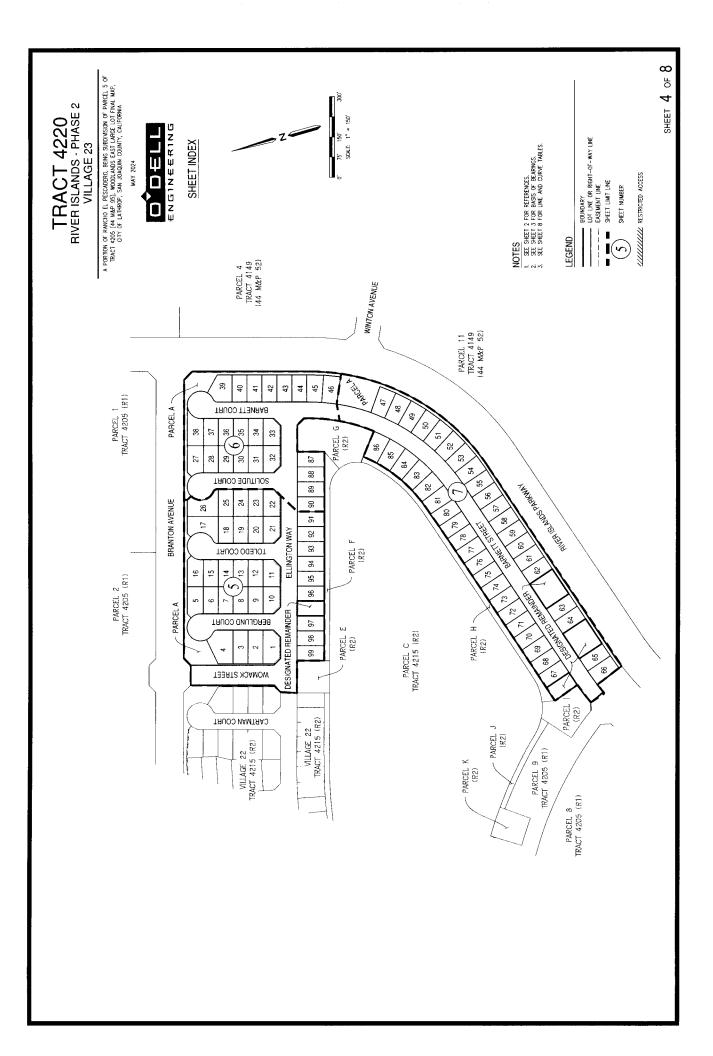
		Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year
Type of Property	Lot Size	2022-23)*	2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 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>	Residential Square
		Foot	Foot

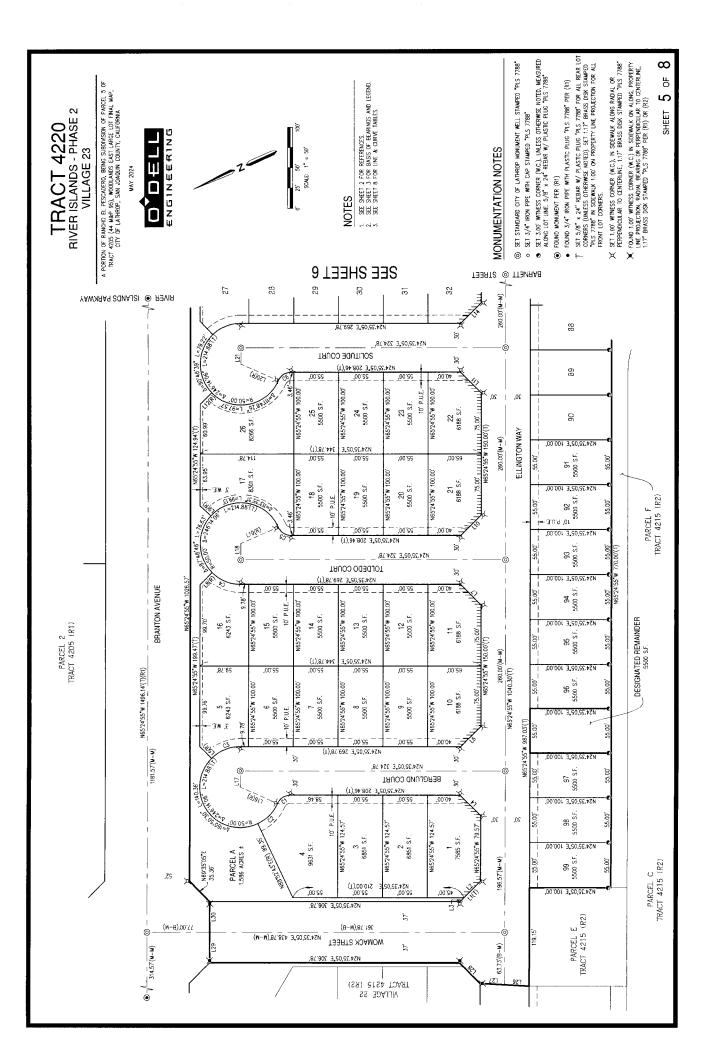
\* On July 1, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special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

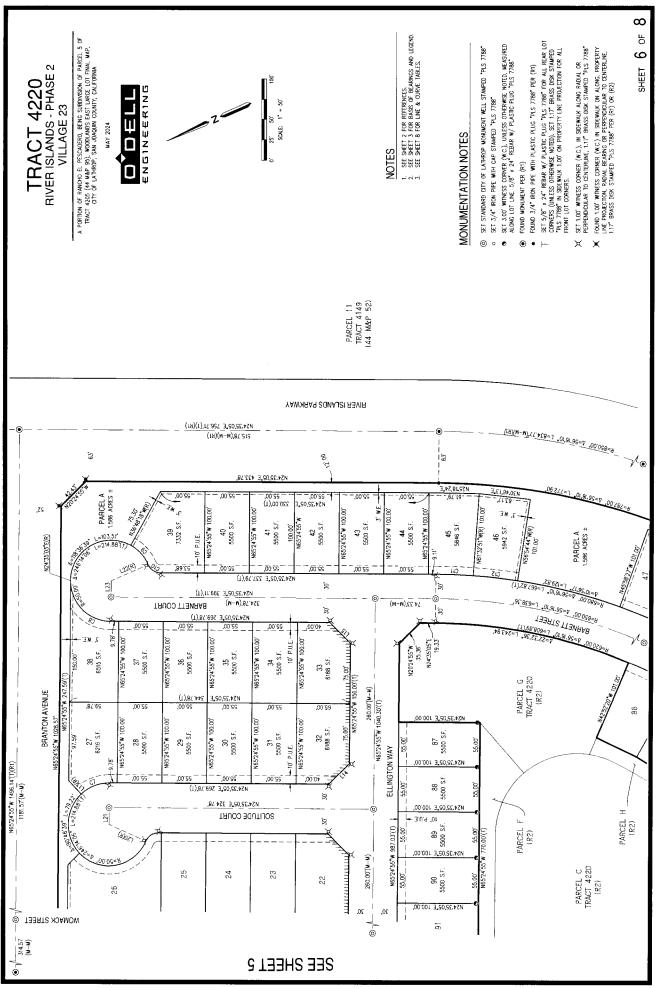
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RECITALS I Rear To FARM STATEMENT. Rear TO FARMS STATEMENT. Rear TO FARMS STATEMENT. Rest of the FARMS AND CODE OF ORDMANCES. THE 15, CHAPTER 15,4804. THE CITY OF LATHROP PERMISS OF OPERATION OF A RECERRENT CONDUCTED ARRCULTURAL (PREDATION WITHIN THAT THE RODERET POST THAT UTULE: CHEWICH, FERTURIZES AND RESTORES. TO A RECULTURAL (AND S MAIO PERATIONS). YOU MAY THE REPRESARIATION OF A RECOVERD CLOSE TO A RECULTURAL (ANDS) AND OFFRATINGS). YOU MAY THE CHEWICK AND RESTORES AND REVOLUTED A RESCULTURAL (ANDS) AND OFFRATINGS. YOU MAY THE CHEWICK AND RESTORES AND REVOLUTIONAL (ADD ALL (AND), AND OFFRATINGS). AND MAY THE RODERET'S CHEWICK AND RESTORES AND REVOLUTIONAL (ADD ALL (AND), AND OFFRATINGS). AND MAY THE RODERET'S REQUIRED FORMING OF RESEARCH AND HERA ACTIVITIES MICH AND AND OFFRATING AND OFFRATING A RESCULTURAL CHEWICKES REPORTED RESEARCH AND HERA ACTIVITIES MICH AND AND OFFRATING AND OFFRATING AND REVERSING OFFRATING AND REVOLVED RESEARCH AND HERA ACTIVITIES MICH AND AND REVERSING REVERSING RESEARCH AND HERARISE REVERSING AND HERARISE AND REVERSING AND HERARISE AND AND AND ATTER REVOLUTION FORMERS, REVENUE REVERSING AND REVERSING AND REVERSION AND ATTER REVOLUTION FOR REVERSING R	ES, TITLE 15, CHAPTER 15, 46,04, THE CITY OF LAT LITUBAT OF RATIONS WITHIN THE CITY OHTS, MICH JUDDES, YOU ARE REFERENT NORTHER THAN THE PROP REQUILTRAL LANDS RADIRE THAN, YOU ANY E REQUILTELLANDL, AND OFFRATINGS, YOU ANY E LENNER, CHAPTER, MICHAPHER USE OF AREACULIT LITUBAL ACTIVITIES, MICHAPHER USE OF AREACULIT A DEPENDING AND OTHER ACTIVITIES MICHAPIAN A DEPENDING ACTIVITIES MICHAPIAN A DEPENDING AND OTHER ACTIVITIES MICHAPIAN A DEPENDING ACTIVITIES MICHAPIAN A DEPENDING AND OTHER ACTIVITIES MICHAPIAN A DEPENDING	SIGNATURE OMISSIONS ENERGINE 64:36 OF THE COMISSIONS ENERGY REEN OWITE: THE SUBVISION WAP ACT, THE STANTURES OF THE FOLLOWING REEN OWITE: THE STANTURE STANTURE SET OWITE: THE STANTURES OF THE FOLLOWING STANTING SET ON COMPANY RESERVATION FOR OUL CAS, MINERALS, AND OTHER FOLLOWING STANTING SET ON COMPANY RESERVATION FOR OUL CAS, MINERALS, AND OTHER 2001-OTION177, S.J.C.R.
REARTE DIS, SUCK, NOSS, DORF, ROPATIS MI LOCATED AJACENT TO ARROLLIUNAL OFFANDRS ( LOCATED AJACENT TO ARROLLIUNAL OFFANDRS DEPROPING ON THE LOCATION OF YOUR PROPERTY I ACCEPT SCUL INNER/DESCENDENDLE FECTOM ARBOLLINGLY AND RECOMMENT, PRO- ARBOLT INTEL DESCENDAULT, PRO- REFERENCE AS PROACT NO. 50445 DOIT AND DA PROECT PF FINCED. DESCENDAULT, PRO- LAMPORT	LEETS OF AMME ALSO, THAT IS FORGETY WI UTDLR THE OTYS JARGOUTINAL CONSCIDENTLY WAY BE LECESSARY THAT YOU BE PREPARED TO OWALL AMD VELSESARY ATSLATT OF UNDLR IN AIX W. INCE TEXANDS PHASE 1, LATTHOD, OLUTIONARY W. INCE TEXANDS PHASE 1, LATTHOD, OLUTIONARY W. INCE TEXANDS PHASE 1, LATTHOD, OLUTIONARY U. ULY 29, 2005, MAD IS ON FILE WITH THE CITY OF G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF	PECASEMENT ABANDONMENT NOTE THE NOW-EXCLUSIVE PUBLIC JOILUT EXECUTED PRETANCE THE NOW -EXCLUSIVE PUBLIC JOILUT EXECUTED PRETANCE VOID FINAL WAP EXCREME JOINT AND PARCES AND FAILS, PAGE 30, PEDAL RECORD S AND JOINT, MINH PARCET 3 OF TRACT 2025 I EVAN JARNOVED BY MIS FINAL WAP, PEAKE RETER TO THE OTH CATERY STATEMENT ON SFEET 1.
<ol> <li>Rucci 1220, RVR RAMOS – PHAS, E., YULKOS Z, SHAL, MAC, ONTANIS 99 RESIDEITAL LOTS WH A IOTAL OF 13220, RVRS, WORE OR LESS, PARCEL A CONTANNIS 1586, ACRES, WORE OR LESS, AND BOUWAYS THAT MAR END EDDACHDED BY THIS FINAL WAR PHOLIDIC 6.450, ACRES, MORE OR LESS, AND A DESIDATIO REAMARCR CONTAINING D/87 ACRES, WORE OP LESS, AS SHOWN ON THIS FINAL WAR (PLEASE REFER TO THE AREA TABLE BELLOW):</li> </ol>	FINAL MAP, CONTANNS 99 RESIDENTIAL LOTS WTH AND RENES, MORES, MORES, MORES, MORES, MORE ON LESS L. MAP MINICH INCLUDE 6, 420, MORES, MORE ON LES RES, MORE OR LESS, AS SHOWN ON THIS FINAL MA	CERTIFICATE OF DEDICATION THE FOLLOWIC REAL PROPERTY IS OEDICATED BY CAUFIA, LLC, A CAUFFORMIA LIMITED LABULTY COMPANY.
TRACT 4220 AREA SUMMARY LOTS 1 THROUGH 99 13.	A SUMMARY	AS FOLLOWS. 1. PARCEL A TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCLAPING, PUBLIC UTUTIES, FENG MANTENANCE, AND APPURTENANCES INFERTO, FOR THE BENETI OF THE PUBLIC, AS SHOWN ON THE RALL MAY.
PARCEL A STREET DEDICATIONS	1.588 AC± 6.450 AC±	THE CITY OF LATHERD SHALL RECOMENT THE REQUERTY TO THE SUBANDER IF THE CITY MAKES A DETERMINATION THAT PURSUES OF ORCHMANNEL THE PROPERTY ASS REDUCATED OF SECTION 66477.5 THE SAME PURPOSE FOR MAICH THE REDUCATED OF SAME TO SECTION 56477.5 THE SAME PURPOSE FOR MAICH
TOTAL DESIGNATED REWAINDER	22.030 AC± 0.752 AC±	
<ol> <li>BASED ON INFORMATION CONTANED IN THE PRELIMINARY TITLE REPORT, ONDER NUMBER 121423356-LR (VERSION 1), DATED APRIL 24, 2024, PROVDED BY OLD REPUBLIC TITLE COMPANY.</li> </ol>	RY ITTE REPORT, ORDER NUMBER 1214023386-LR D REPUBLIC ITTE COMPANY.	SHEET 2 OF 8









SEE SHEET 7

