

ITEM 4.23

CITY MANAGER'S REPORT SEPTEMBER 9, 2024, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution to Approve Parcel Map 24-05 within the West Village District, Totaling 3 Lots, Annexation into CFD 2023-1, and an Offsite Improvement Agreement with Califia, LLC**

SUMMARY:

The proposed Parcel Map 24-05 (PM 24-05), included as Attachment "E", is within the West Village District of Phase 2 for the River Islands Project. Califia, LLC (River Islands) is proposing three (3) lots. As required by the City's subdivision ordinance, approval of the Parcel Map must be accompanied by the approval of an Offsite Improvement Agreement (OIA), included as Attachment "C", to guarantee specific offsite and onsite improvements associated with the Parcel Map. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed PM 24-05, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment "D", and an OIA with Califia, LLC, by Resolution included as Attachment "A".

BACKGROUND:

On June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On November 14, 2022, City Council approved a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels. On March 25, 2024, City Council approved a LLM for Tract 4205 to create 23 undevelopable parcels. The land for the proposed PM 24-05 is within the geographic boundaries of VTM 6716, LLM Tract 4149, LLM Tract 4205, and the West Village Neighborhood.

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

Construction of the public improvements associated with PM 24-05 are substantially complete. Performance and labor & materials securities have been provided with the OIA for PM 24-05 in the form of a cash deposit in the amount of \$82,500 that guarantees the unfinished improvements.

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

SEPTEMBER 9, 2024, CITY COUNCIL REGULAR MEETING**APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN THE WEST VILLAGE DISTRICT OF RIVER ISLANDS**

PM 24-05 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City of Lathrop, 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 recordation of the Parcel Map.

As a precondition to record the Parcel 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:

Documents	Status
1. Parcel Map ready for signature	Completed
2. Offsite Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Required
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Required
5. Cash Deposit – Performance and Labor and Materials Security	Received
6. Street Improvement, Landscape, Light & Joint Trench	Completed
7. Geotechnical Report	Completed
8. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
9. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
10. Allocation of Water and Sewer capacity	Completed
11. Recommendation for approval from Stewart Tract Design Review Committee	Completed
12. Submitted Certificate of Insurance, Tax Letter	Completed
13. Submitted Preliminary Guarantee of Title	Completed
14. Escrow Instructions	Completed
15. PM 24-05 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Pending Approval

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 9, 2024, CITY COUNCIL REGULAR MEETING
APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT
AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN THE WEST VILLAGE
DISTRICT OF RIVER ISLANDS

Fees	Status
1. Parcel 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:

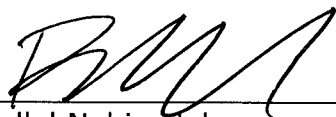
There is no fiscal impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Parcel Map 24-05 within the West Village District, Totaling 3 Lots, Annexation into CFD 2023-1, and an Offsite Improvement Agreement with Califia, LLC
- B. Vicinity Map – Parcel Map 24-05
- C. Offsite Improvement Agreement between the City of Lathrop and Califia, LLC, a California limited liability company, for Parcel Map 24-05
- D. Escrow Instructions for Parcel Map 24-05
 - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment “D”)
- E. Parcel Map 24-05

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SEPTEMBER 9, 2024, CITY COUNCIL REGULAR MEETING
APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT
AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN THE WEST VILLAGE
DISTRICT OF RIVER ISLANDS

APPROVALS



Bellal Nabizadah
Assistant Engineer

9/3/24
Date



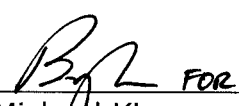
Brad Taylor
City Engineer

9/3/2024
Date



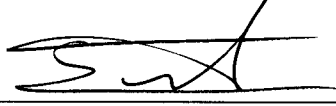
Cari James
Finance Director

9/4/24
Date

 FOR

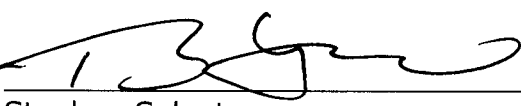
Michael King
Assistant City Manager

9/3/2024
Date



Salvador Navarrete
City Attorney

9.3.2024
Date

 FOR SJS

Stephen Salvatore
City Manager

9/4/2024
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PARCEL MAP 24-05 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 3 LOTS, ANNEXATION INTO CFD 2023-1, AND AN OFFSITE IMPROVEMENT AGREEMENT WITH CALIFIA, LLC

WHEREAS, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on November 14, 2022, City Council approved a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels; and

WHEREAS, on March 25, 2024, City Council approved a LLM for Tract 4205 to create 23 undevelopable parcels; and

WHEREAS, the land for the proposed Parcel Map 24-05 (PM 24-05) is within the geographic boundaries of VTM 6716, LLM Tract 4149, LLM Tract 4205, and the West Village Neighborhood; and

WHEREAS, as required by the Lathrop Municipal Code Chapter 16.16, all parcel maps must include an Offsite Improvement Agreement (OIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, Califia, LLC (River Islands), will provide a cash deposit, as detailed in the OIA, in lieu of performance and labor & material securities for PM 24-05 to guarantee the minor unfinished improvements in the amount of \$82,500; and

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

WHEREAS, PM 24-05 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, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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

1. The Parcel Map 24-05 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the September 9, 2024 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
2. The City Manager, or their designee, is authorized to execute an Offsite Improvement Agreement with Califia, LLC in substantially the form as attached to the September 9, 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 September 9, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of September 2024 by the following vote:

AYES:

NOES:

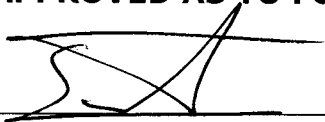
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney



OLD RIVER

PARCEL MAP BOUNDARY

VILLAGE 5

VILLAGE 4

RIVER ISLANDS PARKWAY

PARCEL 2
21,614 ACRES

BRANTON AVENUE

VILLAGE 23

PARCEL 1
99635 S.F.

RIPTIDE WAY

PARCEL 3
45,422 ACRES

RIVER ISLANDS PARKWAY

VILLAGE 3

VILLAGE 2

VILLAGE 27

VILLAGE 26

VILLAGE 28

ROLL TIDE WAY

VILLAGE 25

ATTACHMENT "B"
PARCEL MAP 24-05 PM
VICINITY MAP
SEPTEMBER 2024

OFFSITE IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
CALIFIA, LLC, CALIFORNIA LIMITED LIABILITY COMPANY
FOR PARCEL MAP 24-05 3 LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of September 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 Parcel Map 24-05 (PM 24-05). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with PM 24-05 located within the West Village District of River Islands Phase 2, which also includes major streets necessary to access the site. A cash deposit in lieu of Performance and Labor & Material securities has been provided by SUBDIVIDER that guarantee the unfinished improvements for PM 24-05, in the amount shown in Section 8 of this agreement.

C. SUBDIVIDER has completed a portion of the joint trench improvements for PM 24-05 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Pm 24-05. 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 PM 24-05 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 West Village 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".

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

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 building constructed in PM 24-05, or September 9, 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 \$150,625 equal to 10% of the estimated cost of the Improvements for the PM 24-05 (\$1,506,250) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, 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.

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

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 PM 24-05 as included and described in Exhibit "D" of this Agreement. A cash deposit has been provided in lieu of Performance and Labor & Material securities in the amount of \$82,500. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

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

Offsite Improvement Agreement (Califia, LLC)

Parcel Map 24-05

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.

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

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 PM 24-05.

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

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A PARCEL MAP 24-05
- EXHIBIT B PARCEL MAP 24-05 AREA
- EXHIBIT C CITY INSURANCE REQUIREMENTS
- EXHIBIT D PARCEL MAP 24-05 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

SUBDIVIDER

Califia, LLC,
a California limited liability company

BY: _____
Susan Dell'Osso
President

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

EXHIBIT "A"

PARCEL MAP 24-05

PARCEL MAP

24-05-PM

RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 20 OF TRACT 4205 (44 MAP 95) AND PARCEL 4 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024



SIGNATURE OMISSIONS
PURSUANT TO SECTION 6646 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LIVING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 201-0046177, S.A.C.R. PER DOCUMENT NUMBER 0717-01019, S.A.C.R.
2. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBER 2023-045591, S.A.C.R.

REFERENCES

- (R1) TRACT 4149, RIVER ISLANDS-PHASE 2, WEST WILAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.A.C.R. (44 MAP 52)
- (R2) TRACT 4205, RIVER ISLANDS-PHASE 2, WOODLANDS EAST LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.A.C.R. (44 MAP 95)

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.A.C.R. (44 MAP 52), WITH THE BOUNDARY OF THIS MAP IS BEING ABANDONED BY THIS PARCEL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CALIFIA, LLC, ON APRIL 2024. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MARCH 31, 2025, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

DYLAN CRAWFORD, P.L.S. NO 7188



RECITALS

1. RIGHT TO FARM STATEMENT: PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.68.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTICED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CROPPING, PROTECTION OF CROPS AND ANIMALS FROM PESTS, IRRIGATION, ESTABLISHING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM PESTS, GENERATE DUST, SMOKE, NOISE, ODDOR, RODENTS AND PESTS. BE AWARE ALSO THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. RECORDED TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA*, PARCEL 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
3. PARCEL MAP 24-05-PM, CONTAINS 3 PARCELS CONTAINING 67,946 ACRES, MORE OR LESS, AND RIPTIDE WAY AND RIVER ISLANDS PARKWAY AS DESIGNATED BY THIS PARCEL MAP CONTAINING 2,929 ACRES, MORE OR LESS, AS SHOWN ON THIS PARCEL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

PARCEL MAP AREA SUMMARY	
PARCEL 1	0.910 AC±
PARCEL 2	21.614 AC±
PARCEL 3	45.422 AC±
RIPTIDE WAY	0.791 AC±
RIVER ISLANDS PARKWAY	2.138 AC±
TOTAL	70.875 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023900-LR, (VERSION 4) DATED AUGUST 7, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3

LINE #	DIRECTION	LENGTH
L1	N46°40'22"W	7.02'
L2	N65°48'50"W	11.14'
L3	N26°23'18"W	4.52'
L4	N65°36'42"E	15.50'
L5	N26°23'18"W	72.00'
L6	N65°36'42"E	45.00'
L7	N89°00'00"W	31.50'
L8	N0°00'00"E	20.15'
L9	N46°05'52"E	73.10'
L10	N1°44'21"E	43.42'
L11	N44°17'03"W	116.77'
L12	N38°34'25"W	120.57'
L13	N46°40'22"W	136.48'
L14	N65°24'29"W	43.52'
L15	N35°38'43"W	69.27'
L16	N52°24'22"W	90.10'
L17	N52°24'22"W	60.85'
L18	N89°46'09"W	16.81'
L19	N89°46'09"W	209.19'
L20	N62°05'47"W	235.60'
L21	N19°24'17"W	14.85'
L22	N49°05'52"E	105.48'
L23	N44°05'05"E	75.03'
L24	N48°00'51"W	126.00'

CURVE #	RADIUS	DELTA	LENGTH
C1	100.00'	22°44'09"	39.68'
C2	288.00'	8°17'09"	41.65'
C3	440.00'	8°11'10"	47.51'
C4	440.00'	27°27'42"	210.89'
C5	440.00'	33°38'53"	259.40'
C6	28.00'	57°25'32"	26.08'
C7	4.50'	90°00'00"	7.07'
C8	50.00'	63°36'42"	55.51'
C9	775.00'	3°25'07"	46.24'
C10	58.00'	63°37'00"	62.18'
C11	440.00'	3°54'27"	30.01'
C12	58.00'	10°39'17"	10.79'
C13	58.00'	10°39'17"	10.79'
C14	58.00'	7°14'46"	75.50'
C15	58.00'	11°44'25"	11.88'
C16	58.00'	9°40'08"	9.79'
C17	58.00'	10°39'18"	10.79'
C18	58.00'	10°39'18"	10.79'
C19	58.00'	10°39'18"	10.79'
C20	58.00'	10°39'18"	10.79'

CURVE #	RADIUS	DELTA	LENGTH
C21	755.00'	8°41'24"	114.51'
C22	801.00'	8°41'24"	121.49'
C23	549.00'	36°21'47"	348.43'
C24	551.00'	33°37'52"	323.42'
C25	850.00'	43°07'46"	639.84'
C26	850.00'	13°09'24"	194.94'
C27	850.00'	58°16'10"	334.77'
C28	440.00'	5°49'43"	44.76'
C29	2025.00'	3°18'08"	115.53'
C30	2100.00'	5°15'25"	229.33'
C31	3000.00'	4°06'09"	214.80'
C32	3083.00'	1°14'33"	65.42'
C33	800.00'	22°20'55"	312.05'
C34	913.00'	9°15'46"	147.60'
C35	913.00'	17°44'05"	277.29'

LINE #	DIRECTION
(R1)	S86°21'07"E
(R2)	S64°38'17"E
(R3)	N83°48'50"W

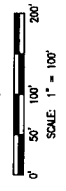
PARCEL MAP

24-05-PM

RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 20 OF TRACT 4205 (44 MAP 95) AND PARCELS 1 & 2 OF TRACT 4149 (44 MAP 92), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

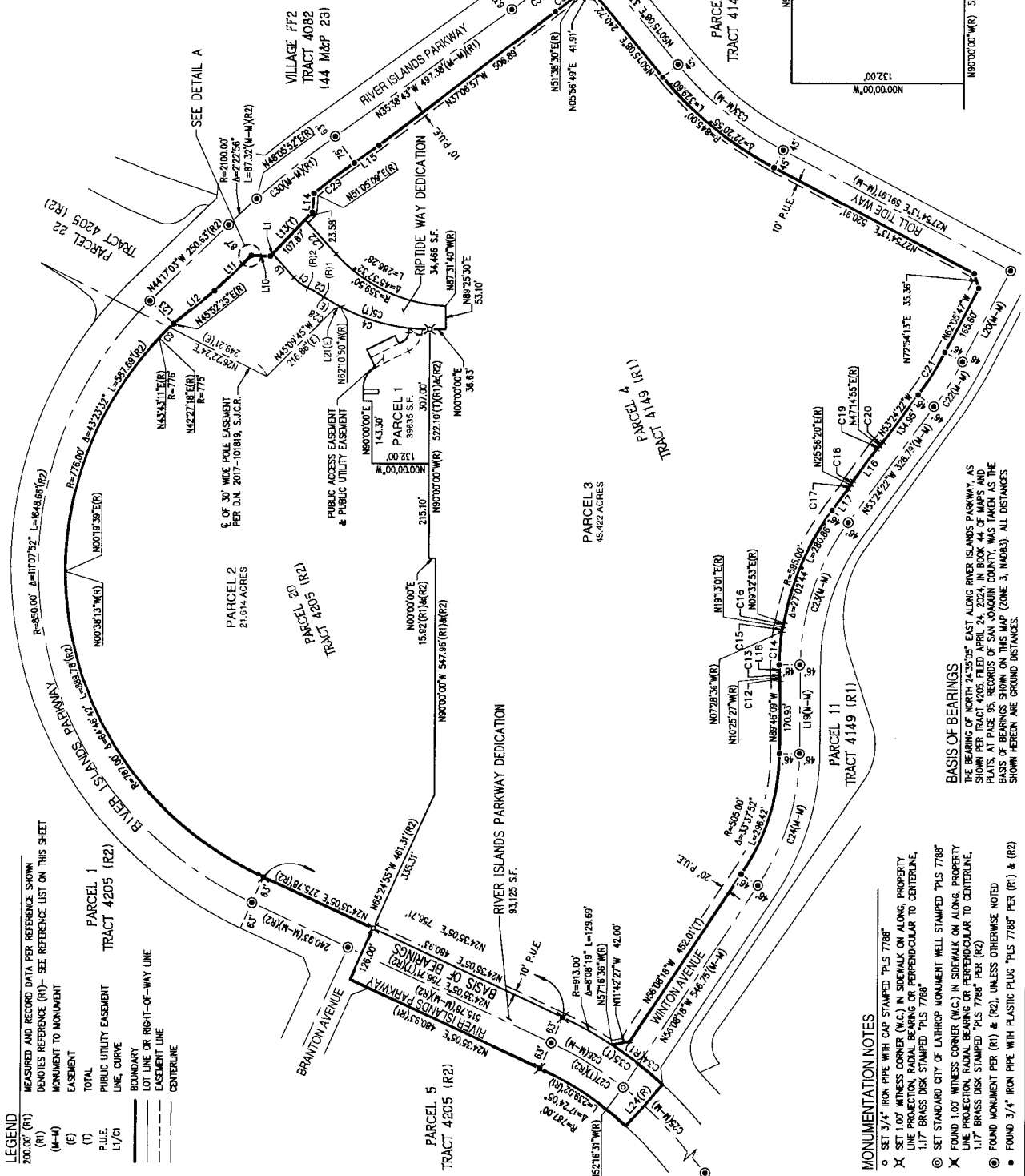
AUGUST 2024



- NOTES**
- SEE SHEET 2 FOR REFERENCES.
 - SEE SHEET 2 FOR LINE AND CURVE TABLES.

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DEVIATES REFERENCE (R1) - SEE REFERENCE LIST ON THIS SHEET
(M-H)	EASEMENT
(E)	TOTAL
(T)	PUBLIC UTILITY EASEMENT
P.U.E.	LINE, CURVE
L/C/I	BOUNDARY
---	LOT LINE OR RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	CENTERLINE



MONUMENTATION NOTES

- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7786"
- ✕ SET 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17' BRASS DISK STAMPED "PLS 7786"
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7786"
- ✕ FOUND 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17' BRASS DISK STAMPED "PLS 7786" PER (R2)
- ⊙ FOUND MONUMENT PER (R1) & (R2), UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7786" PER (R1) & (R2)

BASIS OF BEARINGS

THE BEARING OF NORTH 24°35'05" EAST ALONG RIVER ISLANDS PARKWAY, AS SHOWN PER TRACT 4205, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 95, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.

PARCEL 1 DETAIL
(SCALE 1"=50')

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

EXHIBIT "B"

PARCEL MAP 24-05 AREA



OLD RIVER

VILLAGE 5

VILLAGE 4

**PARCEL MAP
BOUNDARY**

RIVER ISLANDS PARKWAY

PARCEL 2
21.614 ACRES

BRANTON AVENUE

VILLAGE 23

PARCEL 1
39635 S.F.

CRIP TIDE WAY

PARCEL 3
45.422 ACRES

RIVER ISLANDS PARKWAY

ROLL TIDE WAY

VILLAGE 3

VILLAGE 2

VILLAGE 27

VILLAGE 26

VILLAGE 28

VILLAGE 25

EXHIBIT "B"
PARCEL MAP 24-05 PM
VICINITY MAP
SEPTEMBER 2024

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

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

and

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

- (i) apply on a primary and non-contributory basis;
- and
- (ii) would not seek contribution from any other insurance available to the additional insured.

or

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

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.

Policy: ATN2418343P

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

Number of Days Notice

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

30

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

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

EXHIBIT "D"
PARCEL MAP 24-05
UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE



6200 Stoneridge Mall Rd. Suite 300
Pleasanton, CA 94588

main (925) 223-8340

ENGINEER'S BOND ESTIMATE

September 3, 2024

COST TO COMPLETE

Job No.: 25505-28

RIVER ISLANDS - PHASE 2

RIVER ISLANDS PARKWAY

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item Description	Quantity	Unit	Unit Price	Amount
1 Striping & Monuments (0% Completion)	1	LS	\$ 50,000.00	\$ 50,000.00
TOTAL COST TO COMPLETE				\$ 50,000.00

Notes:

- 1) Estimate for cost to complete based on email from River Islands for River Islands Parkway dated 9/3/2024

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 2
RIPTIDE WAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 7, 2024
 Job No.: 25506-60

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	36,200	SF	\$ 0.45	\$ 16,290.00
2	3.5" AC Paving	29,200	SF	\$ 3.50	\$ 102,200.00
3	13" Aggregate Base	29,200	SF	\$ 2.25	\$ 65,700.00
4	Vertical Curb and Gutter <i>(with AB cushion)</i>	860	LF	\$ 15.00	\$ 12,900.00
5	Type F Median Curb <i>(with AB cushion)</i>	270	LF	\$ 18.00	\$ 4,860.00
6	Concrete Sidewalk	5,070	SF	\$ 5.00	\$ 25,350.00
7	Survey Monuments	2	EA	\$ 300.00	\$ 600.00
8	Traffic Striping & Signage	430	LF	\$ 5.00	\$ 2,150.00
9	Dewatering <i>(budget)</i>	430	LF	\$ 100.00	\$ 43,000.00
Subtotal Street Work					\$ 273,050.00
<u>STORM DRAIN</u>					
10	Catch Basins <i>(type I inlet over type I manhole base)</i>	2	EA	\$ 2,800.00	\$ 5,600.00
11	12" Storm Drain Pipe <i>(polypropylene)</i>	40	LF	\$ 42.00	\$ 1,680.00
12	Connect to Existing	1	EA	\$ 1,700.00	\$ 1,700.00
Subtotal Storm Drain					\$ 8,980.00
<u>WATER SUPPLY</u>					
13	8" Water Line <i>(including all appurtenances) (PVC)</i>	50	LF	\$ 32.00	\$ 1,600.00
14	Fire Hydrants	1	EA	\$ 4,000.00	\$ 4,000.00
15	8" Resilient Gate Valve	1	EA	\$ 1,550.00	\$ 1,550.00
16	Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00
17	Water Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Water Supply					\$ 12,150.00
<u>NON-POTABLE WATER</u>					
18	6" Non-Potable Water Line <i>(including all appurtenances) (PVC)</i>	65	LF	\$ 35.00	\$ 2,275.00
19	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
20	Non-Potable Water Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Non-Potable Water					\$ 6,275.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 301,000.00
<u>DRY UTILITIES</u>					
21	Lump Sum (PSD) <i>(including all appurtenances)</i>	417	LF	\$ 250.00	\$ 104,250.00
Subtotal Dry Utilities					\$ 104,250.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 405,250.00

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.



6200 Stoneridge Mall Rd. Suite 300
Pleasanton, CA 94588

main (925) 223-8340

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 2
RIVER ISLANDS PARKWAY (24-05-PM)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 3, 2024
Job No.: 25505-28

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	93,200	SF	\$ 0.45	\$ 41,940.00
2	7" AC Paving	57,000	SF	\$ 3.50	\$ 199,500.00
3	15" Aggregate Base	57,000	SF	\$ 2.25	\$ 128,250.00
4	12" Lime Treatment	57,000	SF	\$ 1.10	\$ 62,700.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	1,530	LF	\$ 15.00	\$ 22,950.00
6	Type F Median Curb <i>(with AB cushion)</i>	1,230	LF	\$ 18.00	\$ 22,140.00
7	Concrete Sidewalk	12,600	SF	\$ 5.00	\$ 63,000.00
8	Handicap Ramps	4	EA	\$ 2,500.00	\$ 10,000.00
9	Survey Monuments	2	EA	\$ 300.00	\$ 600.00
10	Traffic Striping & Signage	740	LF	\$ 5.00	\$ 3,700.00
11	Dewatering <i>(budget)</i>	740	LF	\$ 100.00	\$ 74,000.00
Subtotal Street Work					\$ 628,780.00
<u>STORM DRAIN</u>					
12	Catch Basins <i>(type I inlet over type I manhole base)</i>	4	EA	\$ 2,800.00	\$ 11,200.00
13	Catch Basins <i>(type I inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
14	Catch Basins <i>(type C inlet over type I manhole base)</i>	2	EA	\$ 2,800.00	\$ 5,600.00
15	15" Storm Drain Pipe <i>(polypropylene)</i>	90	LF	\$ 18.00	\$ 1,620.00
16	18" Storm Drain Pipe <i>(polypropylene)</i>	120	LF	\$ 20.00	\$ 2,400.00
17	24" Storm Drain Pipe <i>(polypropylene)</i>	390	LF	\$ 31.00	\$ 12,090.00
18	42" Storm Drain Pipe <i>(RCP)</i>	140	LF	\$ 120.00	\$ 16,800.00
19	Manholes <i>(type III)</i>	1	EA	\$ 8,000.00	\$ 8,000.00
Subtotal Storm Drain					\$ 62,710.00
<u>SANITARY SEWER</u>					
20	18" Sanitary Sewer Pipe	850	LF	\$ 80.00	\$ 68,000.00
21	Manholes <i>(type I w/ 60" Barrel)</i>	3	EA	\$ 4,000.00	\$ 12,000.00
Subtotal Sanitary Sewer					\$ 80,000.00

westwoodps.com
(888) 937-5150

Westwood

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
22	8" Water Line (including all appurtenances) (PVC)	60	LF	\$ 32.00	\$ 1,920.00
23	12" Water Line (including all appurtenances) (PVC)	660	LF	\$ 48.00	\$ 31,680.00
24	20" Water Line (including all appurtenances) (PVC)	160	LF	\$ 100.00	\$ 16,000.00
25	Fire Hydrants	2	EA	\$ 4,000.00	\$ 8,000.00
26	8" Resilient Gate Valve	1	EA	\$ 1,550.00	\$ 1,550.00
27	12" Butterfly Valve	2	EA	\$ 3,500.00	\$ 7,000.00
28	20" Butterfly Valve	2	EA	\$ 5,000.00	\$ 10,000.00
Subtotal Water Supply					\$ 76,150.00
<u>NON-POTABLE WATER</u>					
29	16" Non-Potable Water Line (including all appurtenances) (PVC)	810	LF	\$ 80.00	\$ 64,800.00
30	Blow Off Valve	1	EA	\$ 4,000.00	\$ 4,000.00
31	Temporary Blow Off Valve	8	EA	\$ 3,000.00	\$ 24,000.00
32	16" Butterfly Valve	3	EA	\$ 4,000.00	\$ 12,000.00
Subtotal Non-Potable Water					\$ 104,800.00
<u>LAKE FILL LINE</u>					
33	24" Lake Fill Line (including all appurtenances) (PVC)	790	LF	\$ 85.00	\$ 67,150.00
34	Blow Off Valve	2	EA	\$ 4,000.00	\$ 8,000.00
35	Air Release Valve	1	EA	\$ 2,500.00	\$ 2,500.00
Subtotal Lake Fill Line					\$ 77,650.00
<u>RIVER FILL LINE</u>					
36	24" River Fill Line (including all appurtenances) (PVC)	680	LF	\$ 85.00	\$ 57,800.00
37	Blow Off Valve	1	EA	\$ 4,000.00	\$ 4,000.00
38	Air Release Valve	1	EA	\$ 2,500.00	\$ 2,500.00
39	24" Butterfly Valve	1	EA	\$ 6,000.00	\$ 6,000.00
Subtotal River Fill Line					\$ 70,300.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,101,000.00

Notes:

- 1) This estimate does not include surveying, engineering, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

JOINT ESCROW INSTRUCTIONS RECORDATION OF PARCEL MAPS (RIVER ISLANDS AT LATHROP)

September 9, 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 Parcel Map 24-05; Escrow No. 1214023500

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of Califia, LLC, a California limited liability company ("**Califia**") 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 parcel map ("**Parcel Map**"). Recordation of the Parcel Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Parcel Map will be recorded at the time designated by Califia as set forth below. The Parcel 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 Califia, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Parcel Map has not been recorded by June 30, 2025, ORTC will return the Parcel 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 Califia for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Parcel Map 24-05, 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. 12 (provided to title by City).

The documents listed in Items B.1 and B.2 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 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). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. Copies should be sent via email to Cari

JOINT ESCROW INSTRUCTIONS RECORDATION OF PARCEL MAPS (RIVER ISLANDS AT LATHROP)

James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

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

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Parcel Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$14,488.39**, 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 **3.839** acres (or portion thereof) included in the Parcel Map, is to be transferred to the City upon recordation of the Parcel 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. Closing Requirements

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 (sdelloso@riverislands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Sandra Lewis (slewis@ci.lathrop.ca.us), 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

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAPS
(RIVER ISLANDS AT LATHROP)**

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. Closing Process and Priorities

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 Califia that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

Califia, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Monica Garcia (mgarcia@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sigov.org) 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, Califia, 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.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAPS
(RIVER ISLANDS AT LATHROP)**

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
Califia, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from Califia 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 Califia 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

TWELFTH 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. 12

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 Twelfth 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 Twelfth 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) 941-7320.

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. 12
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 12 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

Name(s) of Property Owner(s)

San Joaquin County
Assessor's Parcel No.

CALIFIA, LLC
73 W. STEWART RD.,
LATHROP, CA 95330

213-630-21

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 12

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)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$205.02 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$165.53 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$432.29 per SFD Lot	\$432.29 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$349.02 per SFD Lot	\$349.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$320.21 per SFD Lot	\$320.21 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$272.18 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$252.96 per SFD Lot
Single Family Detached Property	Not Applicable	\$0.00 per Unit	\$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property			\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square 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:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 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 Detached Property	Not Applicable	\$0.00 per Unit	\$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property			\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square 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.*

**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 #2)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of Califia, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor’s Parcel No. 213-630-21

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

CALIFIA, LLC
a California limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

Califia, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

**CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)**

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and C1 Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

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

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor’s Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“**Accessory Unit**” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

“**Administrative Expenses**” means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

“**Administrator**” means the person or firm designated by the City to administer the Special Taxes according to this RMA.

“**Assessor’s Parcel**” or “**Parcel**” means a lot or parcel shown on a County Assessor’s Parcel map with an assigned County Assessor’s Parcel number.

“**Authorized Facilities**” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“**Fiscal Review Process**” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“**Fiscal Year**” means the period starting July 1 and ending on the following June 30.

“**Maximum Facilities Special Tax**” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

“**Maximum Services Special Tax**” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

“**Maximum Special Taxes**” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“**Multi-Family Property**” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“**Non-Residential Property**” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“**Non-Residential Square Footage**” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“**Proportionately**” means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For the Facilities Special Tax, “Proportionately” means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“**Public Property**” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. *All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established

when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

“Trigger Event” will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

“Unit” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 1
MAXIMUM SERVICES SPECIAL TAX
TAX ZONE 1**

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)*
<u>Residential Property:</u> Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Attached Property Multi-Family Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less than 4,000 SqFt Not Applicable Not Applicable	\$432.29 per SFD Lot \$349.02 per SFD Lot \$320.21 per SFD Lot \$272.18 per SFD Lot \$252.96 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit	\$205.02 per SFD Lot \$165.53 per SFD Lot \$151.87 per SFD Lot \$129.09 per SFD Lot \$119.97 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 2
MAXIMUM FACILITIES SPECIAL TAX
TAX ZONE 1**

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
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
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

* On July 1, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 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.

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

4. *Reduction of the Maximum Special Taxes*

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 12

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)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$205.02 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$165.53 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$151.87 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$129.09 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$252.96 per SFD Lot	\$252.96 per SFD Lot
Single Family Detached Property	Not Applicable	\$0.00 per Unit	\$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property			\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square 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:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*	
<u>Residential Property:</u>				
Single Family Detached Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less Than 4,000 SqFt Not Applicable Not Applicable		\$227.27 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$183.49 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$168.34 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$143.09 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$132.99 per SFD Lot	
Single Family Attached Property		\$0.00 per Unit	\$0.00 per Unit	
Multi-Family Property		\$0.00 per Unit	\$0.00 per Unit	
Non-Residential Property		Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square 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.*

PARCEL MAP 24-05-PM RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 20 OF TRACT 4205 (44 MAP 95) AND PARCEL 4 OF TRACT 4148 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024



SIGNATURE OMISSIONS

PURSUANT TO SECTION 66308 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2023-046591, S.J.C.R.
- PUBLIC UTILITY EASEMENT PER DOCUMENT NUMBER 2017-101819, S.J.C.R.
- PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBER 2023-046591, S.J.C.R.

REFERENCES

- (R1) TRACT 4148, RIVER ISLANDS-PHASE 2, WEST VILAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (44 MAP 52)
- (R2) TRACT 4205, RIVER ISLANDS-PHASE 2, WOODLANDS EAST LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.J.C.R. (44 MAP 95)

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES, RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-046591, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP IS BEING ABANDONED BY THIS PARCEL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

CITY SURVEYOR'S STATEMENT

I, DANIEL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.



DANIEL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CALIFIA, LLC, ON APRIL 2024. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MARCH 31, 2025, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.



DYLAN CRAWFORD, P.L.S. NO 7788

RECITALS

- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTICED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, PRODUCTS, PROTECTION OF CROPS, MANURE, FERTILIZERS, BURNING, AGRICULTURAL WASTE, GENERATE DUST, SMOKE, NOISE, DARK, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- RESURVEY REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," PREPARED BY ENCO, INCORPORATED, JOSEF A. TOOLE, G.E. NO. 26,777, AND IS ON FILE WITH THE CITY OF LATHROP.
- PARCEL MAP 24-05-PM, CONTAINS 3 PARCELS CONTAINING 67,946 ACRES, MORE OR LESS, AND RPTIDE WAY AND RIVER ISLANDS PARKWAY AS DEDICATED BY THIS PARCEL MAP CONTAINING 2,929 ACRES, MORE OR LESS, AS SHOWN ON THIS PARCEL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

PARCEL MAP AREA SUMMARY	
PARCEL 1	0.910 AC
PARCEL 2	21.614 AC
PARCEL 3	45.422 AC
RPTIDE WAY	0.781 AC
RIVER ISLANDS PARKWAY	2.138 AC
TOTAL	70.875 AC

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023500-LR, (VERSION 4) DATED AUGUST 7, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3

LINE TABLE			CURVE TABLE			
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	N46°40'22"W	7.02'	C1	100.00'	22°44'09"	39.68'
L2	N83°48'50"W	11.14'	C2	286.00'	8°17'08"	41.65'
L3	N26°23'18"W	4.52'	C3	440.00'	6°11'10"	47.51'
L4	N63°38'42"E	15.50'	C4	440.00'	27°27'42"	210.89'
L5	N26°23'18"W	72.00'	C5	440.00'	33°38'53"	258.40'
L6	N63°38'42"E	45.00'	C6	26.00'	57°25'32"	26.06'
L7	N80°00'00"W	31.50'	C7	4.50'	90°00'00"	7.07'
L8	N0°00'00"E	20.15'	C8	50.00'	63°36'42"	55.51'
L9	N48°05'52"E	73.10'	C9	775.00'	3°25'07"	46.24'
L10	N1°44'21"E	43.42'	C10	56.00'	63°37'00"	62.18'
L11	N44°17'03"W	116.77'	C11	440.00'	3°54'27"	30.01'
L12	N88°34'25"W	120.57'	C12	56.00'	10°39'17"	10.79'
L13	N46°40'22"W	138.48'	C13	56.00'	10°39'17"	10.79'
L14	N85°24'29"W	43.52'	C14	597.00'	7°14'46"	75.50'
L15	N35°28'43"W	69.27'	C15	56.00'	11°44'25"	11.88'
L16	N53°24'22"W	90.10'	C16	56.00'	9°40'08"	9.79'
L17	N53°24'22"W	60.85'	C17	56.00'	10°39'18"	10.79'
L18	N89°46'09"W	16.81'	C18	56.00'	10°39'18"	10.79'
L19	N89°46'09"W	209.19'	C19	56.00'	10°39'18"	10.79'
L20	N62°05'47"W	235.50'	C20	56.00'	10°39'18"	10.79'
L21	N19°24'17"W	14.85'				
L22	N48°05'52"E	105.48'				
L23	N44°05'05"E	75.03'				
L24	N48°05'15"W	126.00'				

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C21	755.00'	8°41'24"	114.51'
C22	801.00'	8°41'24"	121.48'
C23	549.00'	36°21'47"	348.43'
C24	551.00'	33°37'52"	323.42'
C25	850.00'	43°07'46"	639.84'
C26	850.00'	13°08'24"	194.94'
C27	850.00'	56°16'10"	684.77'
C28	440.00'	5°48'43"	44.76'
C29	2025.00'	3°16'08"	115.53'
C30	2100.00'	6°15'25"	229.33'
C31	3000.00'	4°06'09"	214.80'
C32	3063.00'	1°14'33"	66.42'
C33	800.00'	22°20'55"	312.05'
C34	913.00'	9°15'46"	147.60'
C35	913.00'	17°24'05"	277.29'

RADIAL BEARINGS	
LINE #	DIRECTION
(R1)	S86°21'07"E
(R2)	S64°38'17"E
(R3)	N83°48'50"W

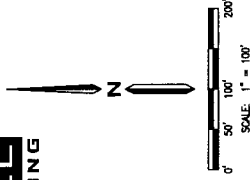
PARCEL MAP

24-05-PM

RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 20 OF TRACT 4205 (44 MAP 95) AND PARCEL 4 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

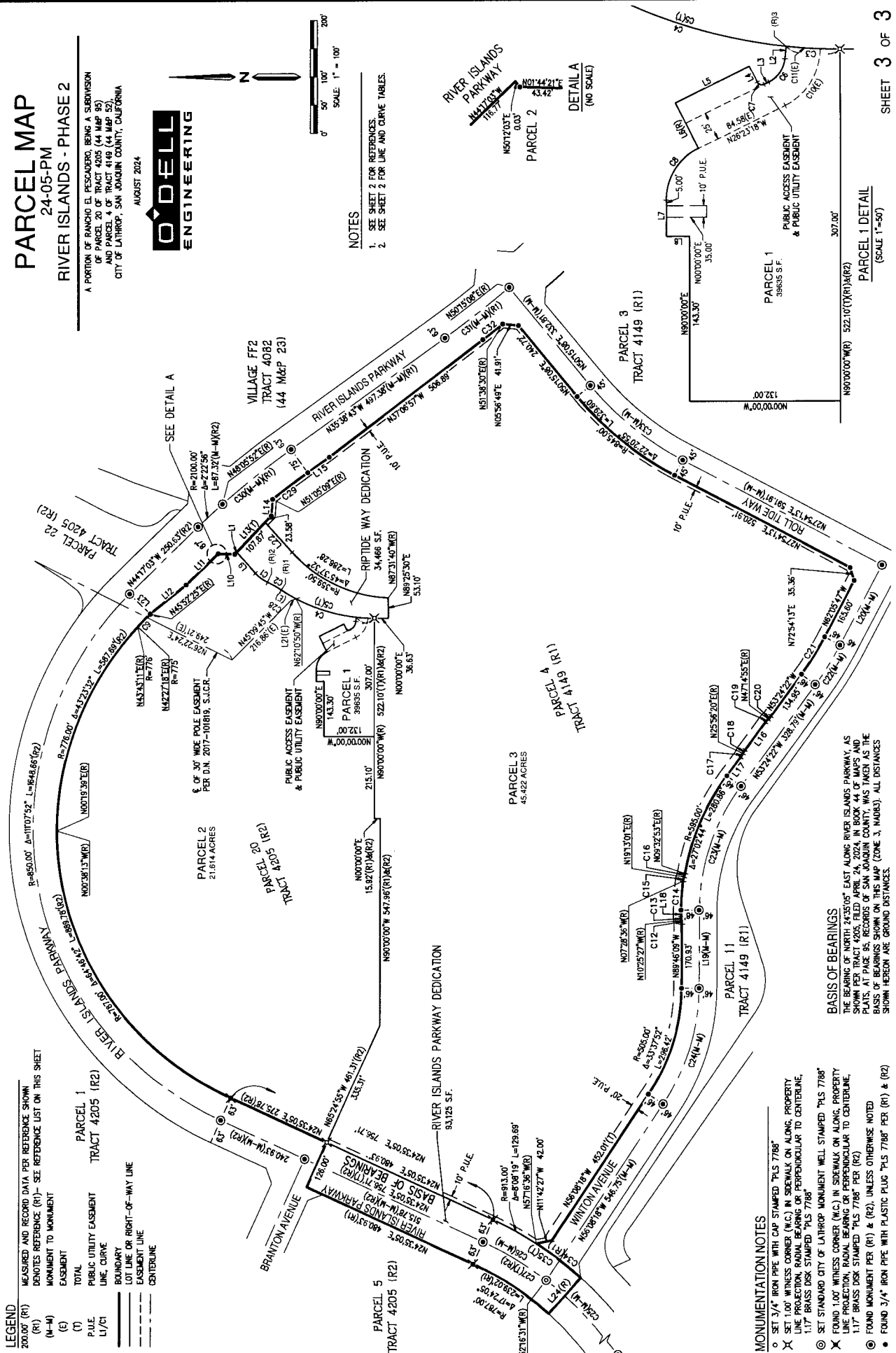


NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON THIS SHEET
(M-H)	MONUMENT TO MONUMENT
(E)	EASEMENT
(T)	TOTAL
(R1)	PARCEL 1 TRACT 4205 (R2)
---	PUBLIC UTILITY EASEMENT
---	LINE, CURVE
---	L1/C1
---	P.U.E.
---	BOUNDARY
---	LOT LINE OR RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	CENTERLINE



MONUMENTATION NOTES

- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- ⊗ SET 1.00" WITNESS CORNER (W.C.) IN SIDEWALK OR ALONG PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ⊗ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊗ FOUND 1.00" WITNESS CORNER (W.C.) IN SIDEWALK OR ALONG PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R2)
- ⊗ FOUND MONUMENT PER (R1) & (R2), UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) & (R2)

BASIS OF BEARINGS

THE BEARING OF NORTH 24°35'05" EAST ALONG RIVER ISLANDS PARKWAY, AS SHOWN PER TRACT 4205, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 95, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

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