

**CITY MANAGER'S REPORT  
FEBRUARY 11, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 35 LOTS IN TRACT 3892 VILLAGES "D" AND "E" WITHIN EAST VILLAGE OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3892 Villages "D" and "E" within East Village District, Totaling 35 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC**

---

**SUMMARY:**

On June 1, 2015, the City Council approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop, by Resolution No. 15-3912 and an Amendment to the West Lathrop Specific Plan and River Islands Urban Design Concept by Ordinance No. 15-344.

This proposed Final Map Tract 3892 will be the last tract map for the Village "D" and "E" area for New Home Company, named Tidewater. Tidewater spans both Villages "D" and "E" which consists of thirty-five (35) 55'x100' single-family lots. A vicinity map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3892 Village "D and E" within the East Village District, totaling 35 single-family lots, and a Subdivision Improvement Agreement (Attachment C) with River Islands Development, LLC.

**BACKGROUND:**

The land for Tract 3892 is within the geographic boundaries of VTM 3694 (Phase 1) approved by Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval. On September 20, 2017, by Resolution No. 17-01, the Planning Commission approved an amendment to the East Village Architectural Design Guidelines and Development Standards (DG/DS) to accommodate the bungalows product within Village L (Tract 3833).

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. As a result, the SIA for Tract 3892 requires that security (cash or bonds) are posted to guarantee unfinished infrastructure within Villages "D" and "E". Bonds to satisfy this condition were posted with the first Tidewater tract (Tract 3826) in 2016. Subsequently, River Islands Public Financing Authority ("RIPFA") provided

**CITY MANAGER'S REPORT**  
**FEBRUARY 11, 2019, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3892 VILLAGE "D AND E", TOTALING 35 SINGLE**  
**FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

a Letter of Guarantee (also called a "Set-Aside" Letter), that substituted funds from RIPFA for various performance bonds in the East Village District, including those in Villages "D" and "E". The Set-Aside Letter was extended by City action and expires in August 2019, at which time RIPFA is required to provide cash to the City of Lathrop to complete any unfinished street improvements. RID will have all improvements associated with East Village tracts accepted by the City Council prior to that time.

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements. Tract 3892 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3892 as it has to all previous final maps in River Islands with no additional security for off-site improvements.

Acceptance of all public improvements will be processed by staff as previously mentioned no later than August 2019. At that time, RID will be required to post one (1) year maintenance bonds as a warranty for all completed infrastructure.

Finally, before the Final Map Tract 3892 is recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all required payments to the Sierra Club are made under the terms of the 3rd Amendment to the Development Agreement.

**REASON FOR RECOMMENDATION:**

The applicant has substantially completed the street and utility improvements within the entirety of Villages "D" and "E." Prior to acceptance of public improvements within Village, "D" and "E" the RIPFA Set-Aside Letter will remain in full force and effect. RID shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year. Prior to acceptance of these improvements, RID has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3892.

This includes the following documents and fees:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security - Uncompleted Landscaping and Miscellaneous Improvements provided by "Set-Aside Letter" dated January 14, 2019 from RIPFA	Completed
4. Labor and Materials Security - Uncompleted Landscaping and Miscellaneous Improvements provided by "Set-Aside Letter" dated January 14, 2019 from RIPFA	Completed

**CITY MANAGER'S REPORT**  
**FEBRUARY 11, 2019, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3892 VILLAGE "D AND E", TOTALING 35 SINGLE**  
**FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

5.	Street Improvement, Landscape, Street Lights, JT Plans	Completed
6.	Geotechnical Report	Completed
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 <sup>rd</sup> Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Guarantee of Title, Escrow Instructions	Completed
13.	Lathrop Community Facilities District (CFD's)	Annexed with FM 3826 on September 1, 2016
<b>Fees</b>		<b>Status</b>
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

The above-noted documents and fees are required by the VTM 3694 conditions of approval prior to approval of the Final Map by City Council. The guarantee is in the form of the Subdivision Improvement Agreement with security and improvement plans.

Extensive off-site improvements to serve this Tract 3892 have already been completed including construction of levees, participation in construction of a Wastewater Treatment Plant (Lathrop Consolidated Treatment Facility or "LCTF") and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. RID has also expanded sprayfields for use with the LCTF and staff is currently processing approval with the state. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

**BUDGET IMPACT:**

There is no budget impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD's

**CITY MANAGER'S REPORT**  
**FEBRUARY 11, 2019, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3892 VILLAGE "D AND E", TOTALING 35 SINGLE**  
**FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

Page 4

for maintenance. RID is also providing funds necessary to defray any staff time required to process their request.

**ATTACHMENTS:**

- A. Resolution Approving Final Map for Tract 3892 Villages "D" and "E" within East Village District, Totaling 35 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- B. Village "D" and "E" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop River Islands Development, LLC, a California Limited Liability Company for Tract 3892, Villages "D" and "E"
- D. Escrow Instructions for Final Map Tract 3892 Villages "D" and "E"

**CITY MANAGER'S REPORT**  
**FEBRUARY 11, 2019, CITY COUNCIL REGULAR MEETING**  
**FINAL MAP FOR TRACT 3892 VILLAGE "D AND E", TOTALING 35 SINGLE**  
**FAMILY LOTS AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC**

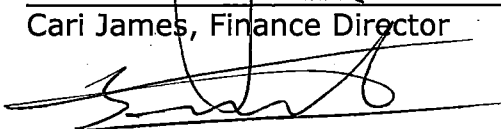
**APPROVALS**

  
\_\_\_\_\_  
Glenn Gebhardt, City Engineer

1/31/19  
Date

  
\_\_\_\_\_  
Cari James, Finance Director

2/5/19  
Date

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

2-4-19  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore, City Manager

2.5.19  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING FINAL MAP FOR TRACT 3892, VILLAGES "D" AND "E"  
TOTALING 35 SINGLE-FAMILY LOTS AND A SUBDIVISION IMPROVEMENT  
AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC**

**WHEREAS**, on March 27, 2007, the City Council approved Vesting Tentative Map (VTM) No. 3694 with Conditions of Approval for a residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

**WHEREAS**, on June 1, 2015, the City Council approved amendments to the VTM, WLSP and UDC, with amended conditions of approval; and

**WHEREAS**, Tract 3892, the proposed subdivision, is part of the East Village District of River Islands as described in the UDC, consisting of 35 lots covered by VTM No. 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

**WHEREAS**, in its review of Tract 3892, the Stewart Tract Design Review Committee recommended approval of Tract 3892 on June 30, 2016; and

**WHEREAS**, River Islands Development, LLC, has completed or has guaranteed completion of all public improvements on Tract Map 3892, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

**WHEREAS**, a Subdivision Improvement Agreement between the City and River Islands Development, LLC, and provision of security by River Islands Development, LLC, for unfinished and deferred improvements are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190; and

**WHEREAS**, a Subdivision Improvement Agreement has been signed by River Islands Development, LLC, and presented to the City for approval and signature; and

**WHEREAS**, upon acceptance of all improvements as complete, a one-year maintenance and repair bond will be required to secure the River Islands Development, LLC, obligation to maintain all improvements and repair or correct any defective work; and

**WHEREAS**, several conditions of approval of VTM 3694 are satisfied by the 3rd Amendment to the Development Agreement between the City and Califia, LLC, which the City Council approved on October 7, 2013; and

**WHEREAS**, off-site improvements were guaranteed with the Dedication, Inspection and Guarantee of Streets and Public Improvements (Off-site Agreement), approved by City Council on September 30, 2013; and

**WHEREAS**, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3892 have been met, including those Conditions of Approval satisfied under the Subdivision Improvement Agreement and Off-Site Agreement; and

**WHEREAS**, the City Engineer has confirmed that the Final Map for Tract 3892 is substantially the same as it appeared on VTM No. 3694, is technically correct and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

**WHEREAS**, the CFDs for the City, RD 2062 and River Islands Public Financing Authority (RIPFA) respectively recorded with Final Map 3826 on September 1, 2016; and

**WHEREAS**, RID will satisfy the escrow requirements prior to recordation of the Final Map for Tract 3892; and

**WHEREAS**, Capital Facilities Fees are not required until such time as the builder applies for building permits.

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

1. That the Final Map for Tract 3892 Villages "D and E" is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office.
2. That the City Manager, or their designee, is authorized to execute and file with the City Clerk a Subdivision Improvement Agreement with River Islands Development, LLC, in substantially the form as attached to the February 11, 2019, staff report.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 11th day of February, 2019, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

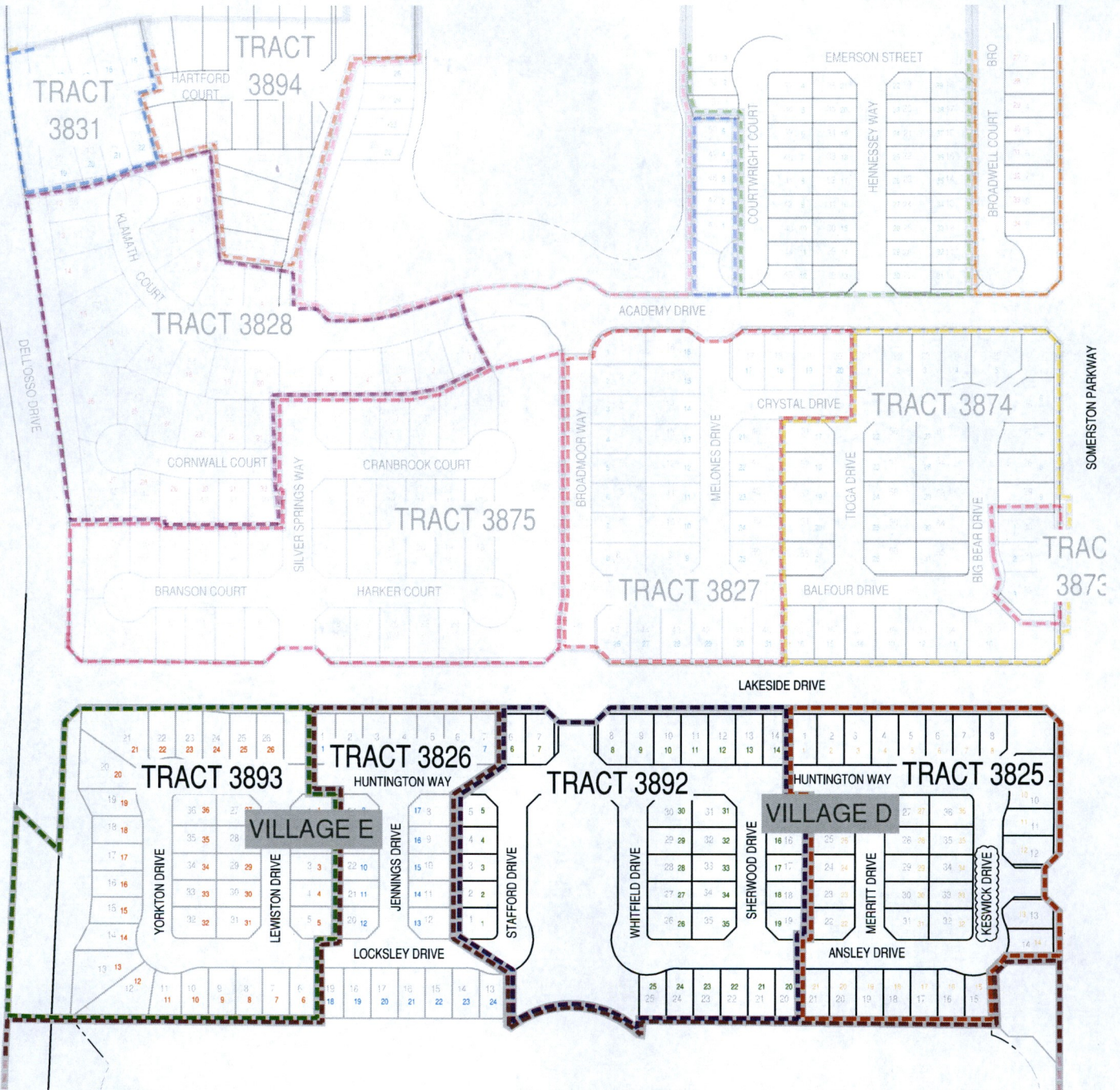
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney





**ATTACHMENT B**  
**VILLAGE "D" & "E"**  
**VICINITY MAP**  
**FEBRUARY 2019**

**SUBDIVISION IMPROVEMENT AGREEMENT**  
**BETWEEN THE CITY OF LATHROP AND**  
**RIVER ISLANDS DEVELOPMENT, LLC, (EAST VILLAGE DISTRICT)**  
**A CALIFORNIA LIMITED LIABILITY COMPANY,**  
**FOR 35 RESIDENTIAL LOTS IN TRACT 3892 VILLAGES "D" AND "E"**

---

**RECITALS**

A. This Agreement is made and entered into this **11<sup>th</sup> day of February, 2019**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California ("**CITY**"), and River Islands Development, LLC, a California limited liability company ("**SUBDIVIDER**").

B. At its September 30, 2013 meeting, the City Council approved an Irrevocable Offer of Dedication of Easement for Roadway Purposes and approved an Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements for certain backbone roads and improvements, including Lakeside Drive that provides initial public right of way access to Tract 3873, as well as other tracts within the Community at South River Bend neighborhood which connects to the East Village neighborhood.

C. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 3825. However, SUBDIVIDER has completed all public infrastructure improvements associated with Tracts 3892 and the adjacent Tracts of 3825, 3826 and 3893 as part of the Village "D" and Village "E" area of the East Village District of River Islands except for thermoplastic striping. In April 2018, River Islands Public Financing Authority ("**RIPFA**"), provided alternative security for Villages D and E and other East Village tracts that replaced the bonds posted for Tracts 3825, 3826, 3892 and 3893 as provided in Exhibit "E" to this SIA ("**set-aside letter**") and this letter was extended by CITY action on January 14, 2019. This SIA for Tract 3892 reaffirms the already posted set-aside letter provided by RIPFA, which will stay in full force and effect unless released by CITY upon successful completion of all improvements subject to RIPFA's set-aside letter and said improvements accepted by CITY.

D. At its September 30, 2013, meeting, the City Council approved an Irrevocable Offer of Dedication of Easement for Roadway Purposes and approved an Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements for certain backbone roads and improvements, including Lakeside Drive that provides public right of way access to Tract 3892 and adjacent tracts.

E. SUBDIVIDER completed all joint trench improvements for Tracts 3892 and the adjacent Tracts of 3825, 3826 and 3893 at this time. As a result, no further security is necessary for joint trench improvements. However, SUBDIVIDER shall comply with CITY'S insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

F. The term "Improvements" as used in this Agreement means all improvements necessary for Tracts 3825, 3826, 3892 and 3893. As a result, the total value of public improvements for these tracts is **\$4,500,000** as shown in Exhibit F to this Agreement. The required Maintenance Bond for Tract 3892 and all tracts within Villages D and E shall be equal to 10% of the cost of Improvements as shown in Exhibit F; (**\$4,500,000 X 10% = \$450,000** – maintenance bond amount). The maintenance bond shall be posted to guarantee maintenance of all improvements for a full year following acceptance by CITY.

**NOW THEREFORE** in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the East Village neighborhood, to the limits identified on Exhibit A including the public landscaping, streetlight and joint trench improvements. All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above-referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.
2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 3892 that is conveyed to a private interest not associated with the transfer of title of Tract 3892 associated with the filing of Tract 3892. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.
3. CITY or its agents 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 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. Prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$295,300, equal to 10% of the estimated cost of the Improvements for the entire area as summarized in Recital F to insure SUBDIVIDER'S repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recital D were required to provide access and required utilities to Tract 3892 and are associated with adjacent tracts as otherwise described in this Agreement, as well as backbone roads associated with the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements referenced in Recital D, the security required by the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements shall remain in place until the backbone improvements associated with that agreement are complete and accepted by CITY or as is further described by the conditions below:

a. Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit D, are now open to the public, and rehabilitation is guaranteed by a performance bond. Full improvement and acceptance of these streets shall be completed prior to release of security previously posted by SUBDIVIDER.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may but is not required to proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY even if SUBDIVIDER subsequently completes the work.

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, 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 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.

9. Because the Improvements are substantially complete at this time other than thermoplastic striping and signage, SUBDIVIDER shall abide by the set-aside letter or its equivalent as determined by the City Engineer. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

10. Any alterations 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 hereof. The above-referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither 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.

12. Neither CITY nor any of its officers, employees, or agents shall be liable to 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.

13. 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 its duties and obligations under this Agreement or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this

work or subdivision whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of any of the aforesaid operations referred to in this paragraph regardless of whether or not CITY has prepared, supplied or approved of plans and/or specifications for the subdivision.

14. 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.

15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. 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, all outstanding fees and charges have been paid and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts ("CFD") to finance maintenance and improvements. 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 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.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by 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.

17. 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 CITY.

18. 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 SUBDIVIDER and shall be jointly and severally liable hereunder.

19. SUBDIVIDER shall, at SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER shall obtain a City of Lathrop Business License.

SUBDIVIDER shall comply with all local, state and federal laws whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 3825.

21. 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 day. 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 suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

**ATTACHMENTS:**

- EXHIBIT A: FINAL MAP - TRACT 3892
- EXHIBIT B: ADJACENT TRACTS TO TRACT 3892
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP
- EXHIBIT E: RIPFA SET-ASIDE LETTER AND EXTENSION

---

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this  
11<sup>th</sup> day of February, 2019, at Lathrop, California.**

**ATTEST: TERESA VARGAS**  
City Clerk of and for the City  
of Lathrop, State of California

**CITY OF LATHROP, a**  
municipal corporation of the  
State of California

BY: \_\_\_\_\_  
Teresa Vargas                      Date  
City Clerk

BY: \_\_\_\_\_  
Stephen J. Salvatore      Date  
City Manager

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
Salvador Navarrete      Date  
City Attorney

**River Islands Development, LLC,**  
a California limited liability company

BY: \_\_\_\_\_  
Susan Dell'Osso              Date  
President  
"SUBDIVIDER"



**EXHIBIT A**

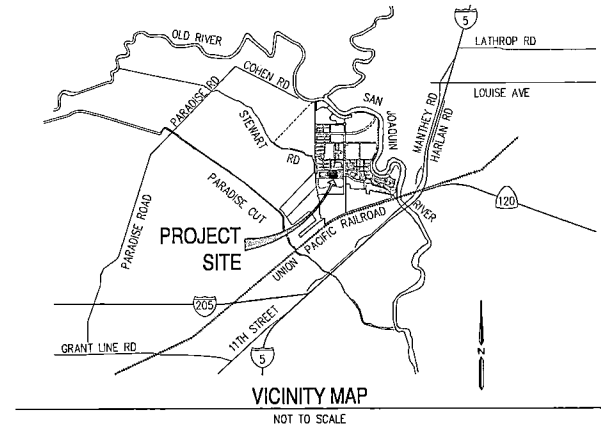
**FINAL MAP - TRACT 3892**

# TRACT 3892

## RIVER ISLANDS - PHASE 1B

### VILLAGES D & E

A PORTION OF RANCHO EL PESCADERO BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3825 (43 M&P 33)  
AND PARCELS 2 AND 3 OF TRACT 3826 (42 M&P 67)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
JANUARY 2019



#### OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 3892, RIVER ISLANDS, PHASE 1B, VILLAGES D AND E", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS WHITEFIELD DRIVE, MAYNELL DRIVE, AND ANSLEY DRIVE, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF REPAIR AND MAINTENANCE OF THE SOUND WALL FOR THE AREAS DESIGNATED AS "WALL EASEMENT (W.E.)" AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS A AND B FOR LANDSCAPE OPEN SPACE PURPOSES, INCLUDING PUBLIC UTILITIES, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL BUTTERS RIGHT OF ACCESS TO LOTS 1, 5, 15, 19, 25, 26, 30, 31 AND 35, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL /////// AS SHOWN ON THIS FINAL MAP.

OWNER: RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: \_\_\_\_\_  
NAME: SUSAN DELL'OSSO DATE \_\_\_\_\_  
ITS: PRESIDENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ITS: \_\_\_\_\_

#### ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 201\_\_ BEFORE ME, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

#### CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 3892, RIVER ISLANDS, PHASE 1B, VILLAGES D AND E", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WALL EASEMENTS, PARCELS A AND B, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 5, 15, 19, 25, 26, 30, 31 AND 35, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL /////// AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS, AVENUES AND WAYS AS SHOWN ON SAID MAP SUBJECT TO THEIR IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

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

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

#### ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN }

ON \_\_\_\_\_, 201\_\_ BEFORE ME, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

#### CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3892, RIVER ISLANDS, PHASE 1B, VILLAGES D AND E", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3894, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

GLENN GEBHARDT, R.C.E. 34681  
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



#### SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF LATHROP

#### RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_, AT \_\_\_\_\_ M.  
IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FE: \$ \_\_\_\_\_

BY: \_\_\_\_\_  
STEVE J. BESTOLARIDES, ASSISTANT/DEPUTY RECORDER  
ASSESSOR-RECORDER-COUNTY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA

EXEMPT FROM FEE PER GOVERNMENT CODE 27398.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.

# TRACT 3892

## RIVER ISLANDS - PHASE 1B

### VILLAGES D & E

A PORTION OF RANCHO EL ESCADERO BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3825 (43 M&P 33)  
AND PARCELS 2 AND 3 OF TRACT 3826 (42 M&P 67)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
JANUARY 2019



#### NOTES

- RIGHT TO FARM STATEMENT:  
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.4804, 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 NOTIFIED 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, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGeo, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3892, RIVER ISLANDS, PHASE 1B, VILLAGES D AND E, CONTAINS 35 LOTS AND 2 LETTERED PARCELS CONTAINING 5.75 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW):

TRACT 3892 AREA SUMMARY	
LOTS 1 THROUGH 35	4.34 AC±
PARCELS A AND B	0.11 AC±
STREET DEDICATIONS	1.30 AC±
<b>TOTAL</b>	<b>5.75 AC±</b>

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1614020554-KB (VERSION 1), DATED NOVEMBER 28, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

#### CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3892, RIVER ISLANDS, PHASE 1B, VILLAGES D AND E, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

LAWRENCE GOSSETT, P.E. 31695



#### 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 RIVER ISLANDS DEVELOPMENT, LLC, ON MAY 20, 2016. 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 DECEMBER 31, 2021, 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 TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

DYLAN CRAWFORD, P.L.S. NO 7788



#### LEGEND (LEGEND FOR SHEET 3 ONLY)

- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R10), (R13) OR (R14), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R14)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R10)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- \_\_\_\_\_ BOUNDARY
- \_\_\_\_\_ LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTER LINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) RECORD DATA PER REFERENCE (R1) - REFER TO REFERENCE LIST ON THIS SHEET
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (H) BOUNDARY
- W.C. WITNESS CORNER OFFSET TO PROPERTY CORNER AS SHOWN
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3 FOR REFERENCE LIST
- ① 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R13)
- ② 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R14)

#### SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 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 2001-046177, S.J.C.R.
- EASEMENTS IN FAVOR OF THE CITY OF LATHROP FOR PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, STORM DRAIN EASEMENT, SANITARY SEWER EASEMENT, AND WATERLINE EASEMENT AS SHOWN ON TRACT 3825 (R14), S.J.C.R.
- EASEMENTS IN FAVOR OF THE CITY OF LATHROP FOR PUBLIC UTILITY EASEMENT AND WALL EASEMENTS AS SHOWN ON TRACT 3826 (R13), S.J.C.R.

#### LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	NORTH	115.00'	L19	EAST	65.00'	L37	EAST	240.00'
L2	EAST	370.00'	L20	N45°00'00"W	35.36'	L38	NORTH	55.00'
L3	N45°00'00"W	35.36'	L21	NORTH	258.00'			
L4	NORTH	60.00'	L22	EAST	78.00'			
L5	N45°00'00"E	42.43'	L23	NORTH	295.00'			
L6	EAST	365.00'	L24	EAST	65.00'			
L7	NORTH	295.00'	L25	N45°00'00"W	13.19'			
L8	EAST	16.83'	L26	NORTH	77.34'			
L9	NORTH	163.00'	L27	N45°00'00"E	23.09'			
L10	EAST	330.00'	L28	EAST	96.67'			
L11	NORTH	91.97'	L29	NORTH	103.00'			
L12	NORTH	206.83'	L30	EAST	103.67'			
L13	EAST	60.00'	L31	N45°00'00"W	13.19'			
L14	N45°00'00"E	35.36'	L32	NORTH	60.00'			
L15	EAST	130.00'	L33	N45°00'00"E	23.09'			
L16	N45°00'00"W	35.36'	L34	EAST	65.00'			
L17	EAST	60.00'	L35	EAST	65.00'			
L18	N45°00'00"E	35.36'	L36	EAST	240.00'			

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	73.00	99°55'25"	127.31'
C2	87.00	23°15'22"	35.31'
C3	12.00	90°00'00"	18.85'

#### REFERENCES

- RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- (R2) GRANT DEED RECORDED APRIL 24, 2015, AS DOCUMENT NUMBER 2015-046193, S.J.C.R.
- (R3) TRACT 3704, FILED DECEMBER 20, 2013, IN BOOK 42 OF MAPS AND PLATS, PAGE 4, S.J.C.R. (42 M&P 4)
- (R4) TRACT 3796, FILED FEBRUARY 27, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 30, S.J.C.R. (42 M&P 30)
- (R5) TRACT 3791, FILED MAY 8, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 36, S.J.C.R. (42 M&P 36)
- (R6) GRANT DEED RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-046177, S.J.C.R.
- (R7) TRACT 3876, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 M&P 56)
- (R8) GRANT DEED RECORDED APRIL 24, 2015, AS DOCUMENT NUMBER 2015-046191, S.J.C.R.
- (R9) NOTICE OF LOT LINE ADJUSTMENT (LLA-16-46) RECORDED JUNE 3, 2016 AS DOCUMENT NUMBER 2016-064002, S.J.C.R.
- (R10) TRACT 3827, FILED MAY 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 61, S.J.C.R. (42 M&P 61). CERTIFICATE OF CORRECTION RECORDED JUNE 24, 2016, AS DOCUMENT NUMBER 2016-073134, S.J.C.R.
- (R11) TRACT 3828, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 65, S.J.C.R. (42 M&P 65). CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 2016, AS DOCUMENT NUMBER 2016-102979, S.J.C.R.
- (R12) TRACT 3893, FILED JUNE 1, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 86, S.J.C.R. (42 M&P 86)
- (R13) TRACT 3826, FILED SEPTEMBER 1, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 67, S.J.C.R. (42 M&P 67)
- (R14) TRACT 3825, FILED MAY 14, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 33, S.J.C.R. (43 M&P 33)

**BASIS OF BEARINGS**

THE BEARING OF 'EAST' BETWEEN FOUND MONUMENTS ALONG THE MONUMENT LINE OF ACADEMY DRIVE AS SHOWN ON TRACT 3825, FILED MAY 14, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 33, OFFICIAL RECORDS OF THE COUNTY OF SAN JOAQUIN, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.

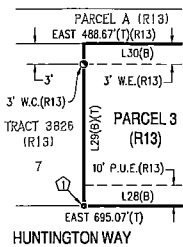
**NOTE**

SEE SHEET 2 FOR ADDITIONAL NOTES, LEGEND, REFERENCES, AND FOR THE LINE AND CURVE TABLES FOR COURSES SHOWN ON THIS SHEET ONLY.

**EASEMENTS**

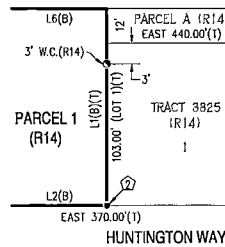
- ① PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, STORM DRAIN EASEMENT, SANITARY SEWER EASEMENT, AND WATERLINE EASEMENT PER TRACT 3825 (R14)
- ② PUBLIC UTILITY EASEMENT PER TRACT 3826 (R13)
- ③ 3' WALL EASEMENT PER TRACT 3826 (R13)

**LAKESIDE DRIVE**

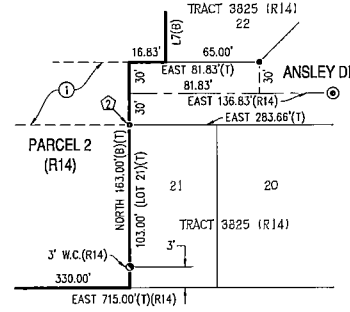


**DETAIL B**  
NOT TO SCALE

**LAKESIDE DRIVE**



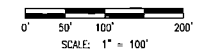
**DETAIL C**  
NOT TO SCALE



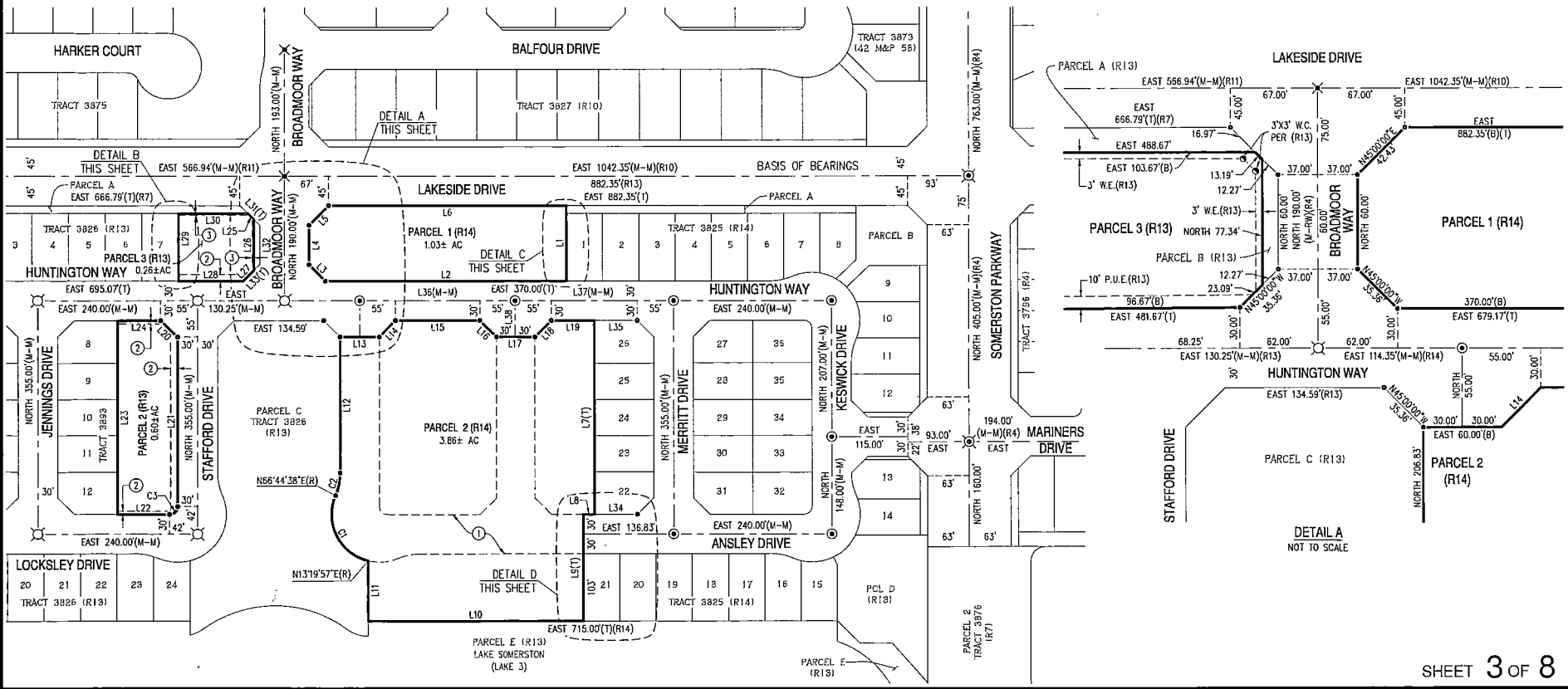
**DETAIL D**  
NOT TO SCALE

**TRACT 3892**  
**RIVER ISLANDS - PHASE 1B**  
**VILLAGES D & E**

A PORTION OF RANCHO EL ESCADERO BEING A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3825 (43 M&P 33) AND PARCELS 2 AND 3 OF TRACT 3826 (42 M&P 67) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA JANUARY 2019

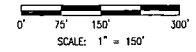


**BOUNDARY SHEET**



# TRACT 3892 RIVER ISLANDS - PHASE 1B VILLAGES D & E

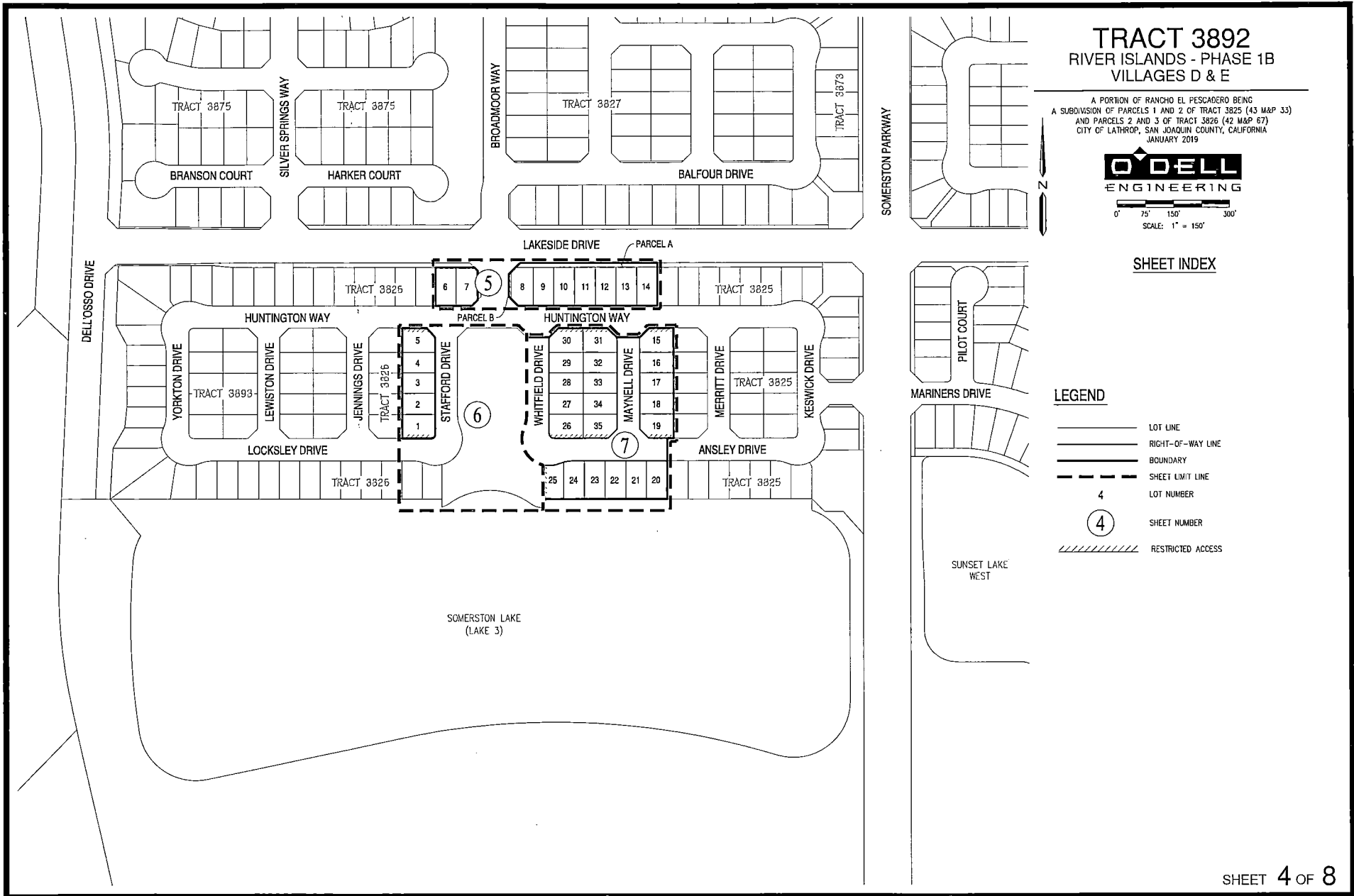
A PORTION OF RANCHO EL PESCADERO BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3825 (43 MAP 33)  
AND PARCELS 2 AND 3 OF TRACT 3826 (42 MAP 67)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
JANUARY 2019



## SHEET INDEX

## LEGEND

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- SHEET LIMIT LINE
- LOT NUMBER
- SHEET NUMBER
- RESTRICTED ACCESS



# TRACT 3892 RIVER ISLANDS - PHASE 1B VILLAGES D & E

A PORTION OF RANCHO EL PASADERO BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3825 (43 M&P 33)  
AND PARCELS 2 AND 3 OF TRACT 3826 (42 M&P 67)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
JANUARY 2019



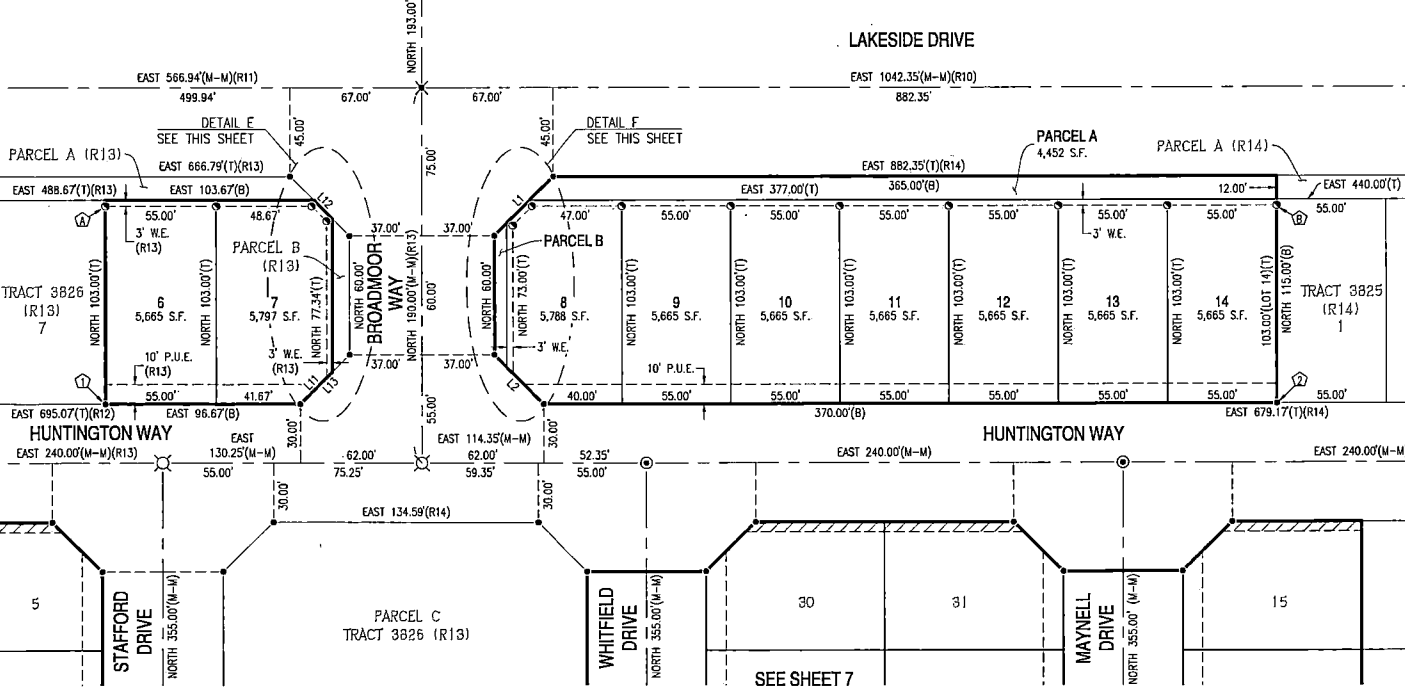
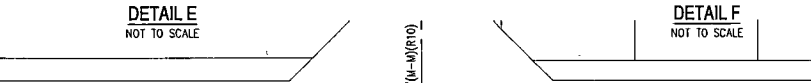
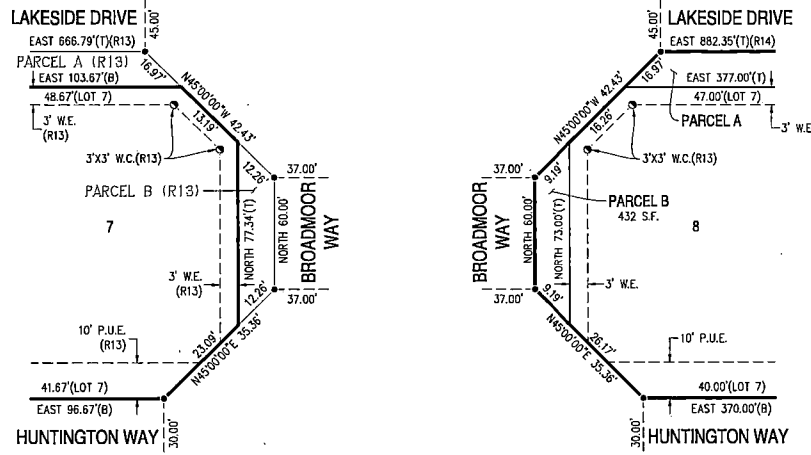
SCALE: 1" = 40'

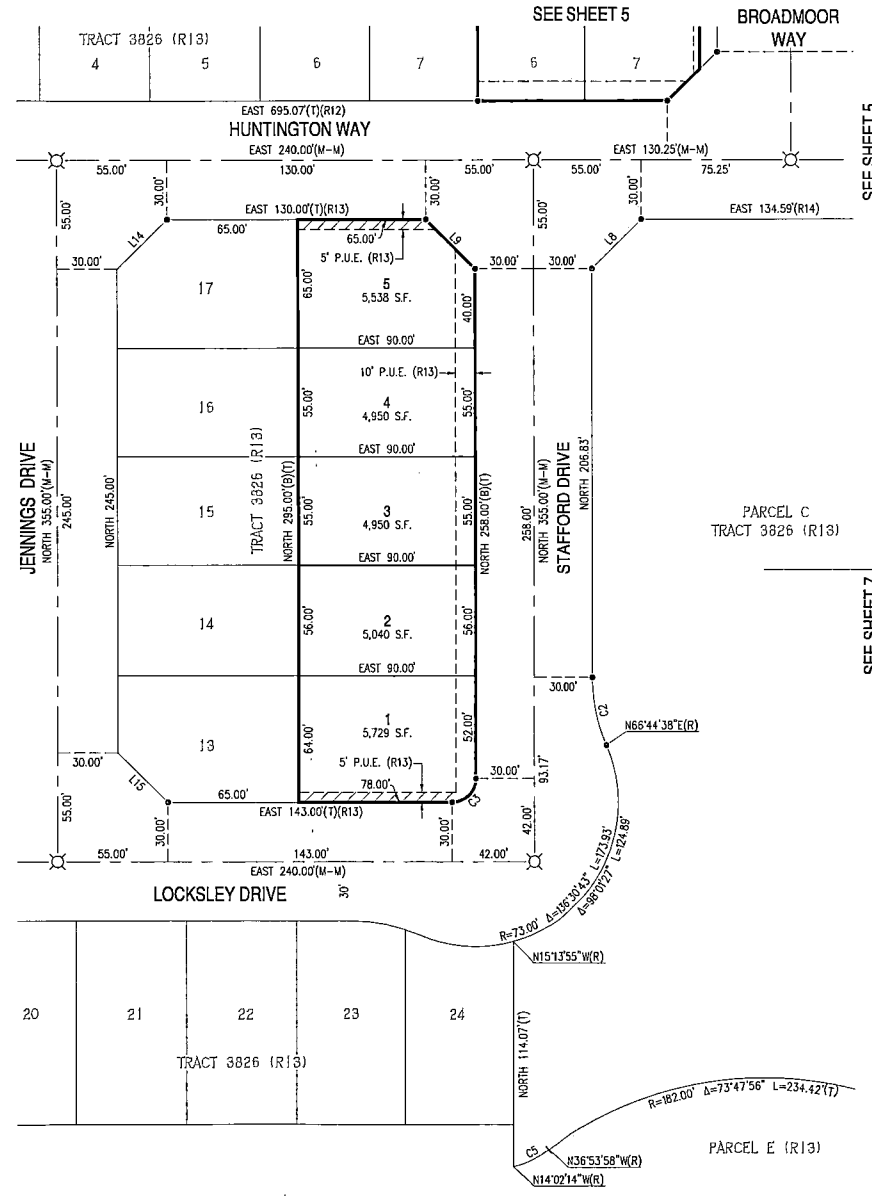
## LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R14)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R10)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R10), (R13) OR (R14) RESPECTIVELY, UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788", UNLESS OTHERWISE NOTED.
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (R) RADIAL BEARING
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-RW) MONUMENT TO RIGHT OF WAY LINE
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WALL EASEMENT
- ① EASEMENT REFERENCE NUMBER-SEE SHEET 3 FOR REFERENCE LIST
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- MONUMENT LINE
- - - CENTERLINE
- /// RESTRICTED ACCESS
- ⓐ DENOTES WITNESS CORNER ON 3 FOOT OFFSET PER (R13)
- ⓑ DENOTES WITNESS CORNER ON 3 FOOT OFFSET PER (R14)
- ⓓ 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R13)
- ⓔ 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R14)

## NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES.
4. SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES.
5. SEE SHEET 8 FOR LINE AND CURVE TABLES.

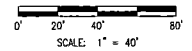




- NOTES**
1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
  2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
  3. SEE SHEET 2 FOR ADDITIONAL NOTES.
  4. SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES.
  5. SEE SHEET 8 FOR LINE AND CURVE TABLES.

**TRACT 3892**  
**RIVER ISLANDS - PHASE 1B**  
**VILLAGES D & E**

A PORTION OF RANCHO EL PESCADERO BEING  
 A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3825 (43 MAP 33)  
 AND PARCELS 2 AND 3 OF TRACT 3826 (42 MAP 67)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 JANUARY 2019



- LEGEND**
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
  - SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
  - ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
  - ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R14)
  - ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R10)
  - FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R10), (R13) OR (R14) RESPECTIVELY, UNLESS OTHERWISE NOTED
  - ⊙ SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788", UNLESS OTHERWISE NOTED.
  - 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
  - (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
  - (R) RADIAL BEARING
  - (M-M) MONUMENT TO MONUMENT
  - (M-B) MONUMENT TO BOUNDARY
  - (M-RW) MONUMENT TO RIGHT OF WAY LINE
  - (T) TOTAL
  - (B) BOUNDARY
  - P.U.E. PUBLIC UTILITY EASEMENT
  - W.E. WALL EASEMENT
  - ① EASEMENT REFERENCE NUMBER-SEE SHEET 3 FOR REFERENCE LIST
  - LOT LINE
  - RIGHT-OF-WAY LINE
  - BOUNDARY
  - - - EASEMENT LINE
  - - - MONUMENT LINE
  - - - CENTERLINE
  - //// RESTRICTED ACCESS
  - ⊙ DENOTES WITNESS CORNER ON 3 FOOT OFFSET PER (R13)
  - ⊙ DENOTES WITNESS CORNER ON 3 FOOT OFFSET PER (R14)
  - ⊙ 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R13)
  - ⊙ 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R14)

# TRACT 3892

## RIVER ISLANDS - PHASE 1B

### VILLAGES D & E

A PORTION OF RANCHO EL PASCADERO BEING  
 A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3825 (43 M&P 33)  
 AND PARCELS 2 AND 3 OF TRACT 3826 (42 M&P 67)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 JANUARY 2019



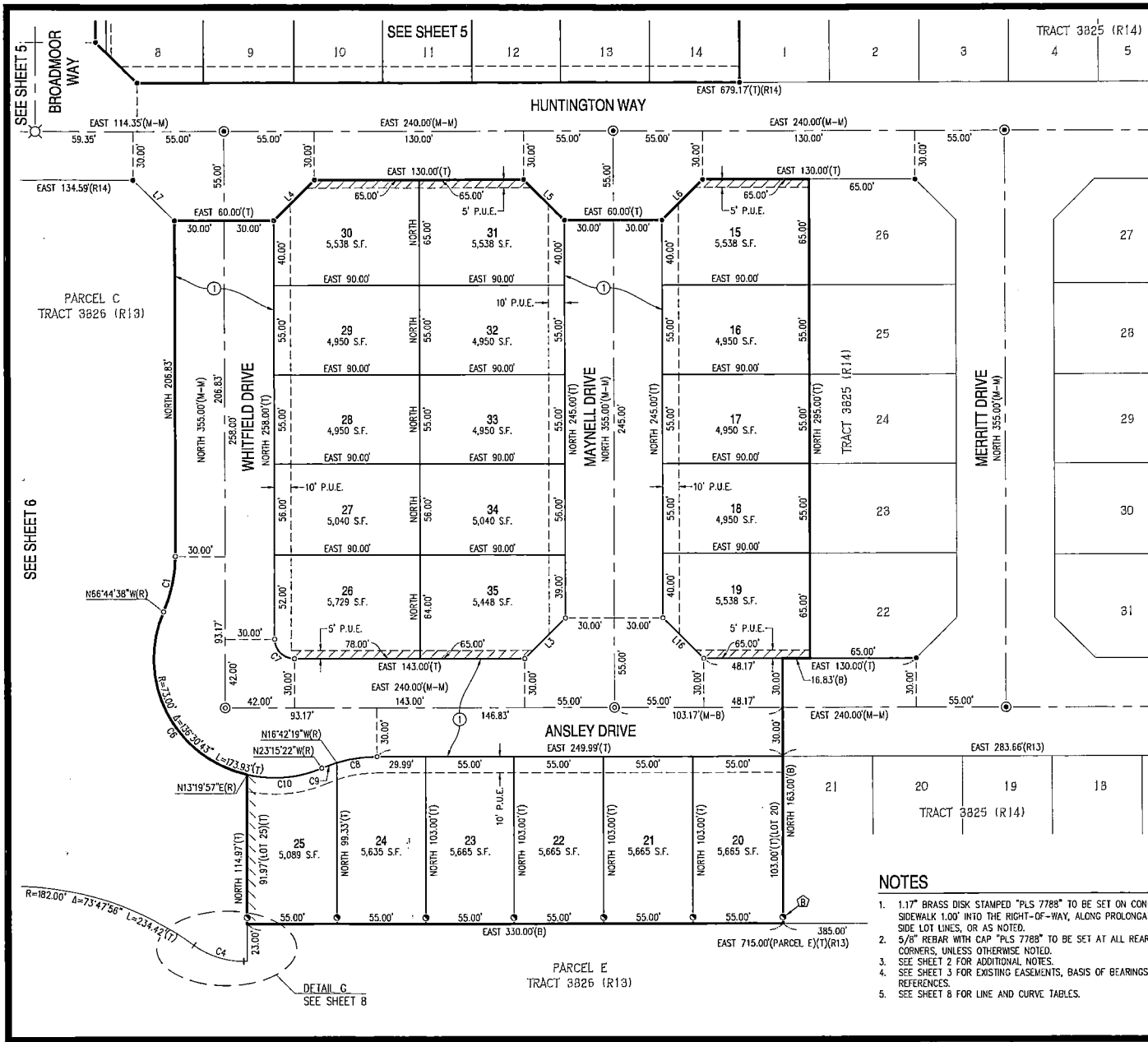
0' 20' 40' 80'  
 SCALE: 1" = 40'

#### LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ FOUND MONUMENT STAMPED "PLS 7788" PER (R13)
- ⊕ FOUND MONUMENT STAMPED "PLS 7788" PER (R14)
- ⊕ FOUND MONUMENT STAMPED "PLS 7788" PER (R10)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R10), (R13) OR (R14) RESPECTIVELY, UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788", UNLESS OTHERWISE NOTED.
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (R) RADIAL BEARING
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-RW) MONUMENT TO RIGHT OF WAY LINE
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WALL EASEMENT
- ① EASEMENT REFERENCE NUMBER-SEE SHEET 3 FOR REFERENCE LIST
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- /// RESTRICTED ACCESS
- ⊕ DENOTES WITNESS CORNER ON 3 FOOT OFFSET PER (R13)
- ⊕ DENOTES WITNESS CORNER ON 3 FOOT OFFSET PER (R14)
- ⊕ 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R13)
- ⊕ 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R14)

#### NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES.
4. SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES.
5. SEE SHEET 8 FOR LINE AND CURVE TABLES.





# TRACT 3892

## RIVER ISLANDS - PHASE 1B

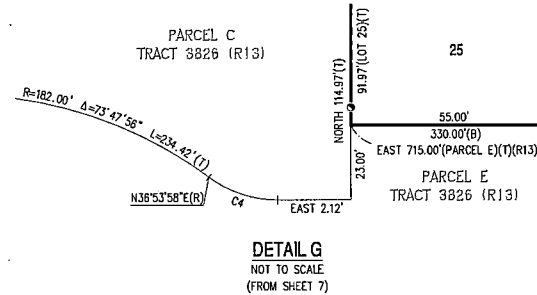
### VILLAGES D & E

A PORTION OF RANCHO EL PESCADERO BEING  
A SUBDIVISION OF PARCELS 1 AND 2 OF TRACT 3825 (43 M&P 33)  
AND PARCELS 2 AND 3 OF TRACT 3826 (42 M&P 67)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
JANUARY 2019



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N45°00'00"E	42.43'	C1	87.00	23°15'22"	35.31'
L2	N45°00'00"W	35.36'	C2	87.00	23°15'22"	35.31'
L3	N45°00'00"E	35.36'	C3	12.00	90°00'00"	18.85'
L4	N45°00'00"E	35.36'	C4	50.00	36°53'58"	32.20'
L5	N45°00'00"W	35.36'	C5	50.00	22°51'44"	19.95'
L6	N45°00'00"E	35.36'	C6	73.00	99°55'25"	127.31'
L7	N45°00'00"W	35.36'	C7	12.00	90°00'00"	18.85'
L8	N45°00'00"E	35.36'	C8	87.00	16°42'19"	25.37'
L9	N45°00'00"W	35.36'	C9	87.00	6°33'03"	9.95'
L10	N45°00'00"W	13.19'	C10	73.00	36°35'19"	46.62'
L11	N45°00'00"E	23.09'				
L12	N45°00'00"W	42.43'				
L13	N45°00'00"E	35.36'				
L14	N45°00'00"E	35.36'				
L15	N45°00'00"W	35.36'				
L16	N45°00'00"W	35.36'				



**EXHIBIT B**

**ADJACENT TRACTS TO TRACT 3892**



**EXHIBIT B**  
**VILLAGE "D" & "E"**  
**VICINITY MAP**  
**FEBRUARY 2019**

## **EXHIBIT C**

### **CITY INSURANCE REQUIREMENTS**

1. 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 of Lathrop at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form.

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
<b>INSURED</b> River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> United Specialty Insurance Company		12537
	<b>INSURER B:</b> Starr Surplus Lines Insurance Company		13604
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
<b>INSURER E:</b>			
<b>INSURER F:</b>			


**COVERAGES**                      **CERTIFICATE NUMBER:** W9905629                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		ATN-SF1811644P	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
							MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
OTHER:							\$	
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						<input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB			BTN1814514W	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 3,000,000
	DED						RETENTION \$	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	1000024047	03/19/2018	03/19/2021	PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER	E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability						Each Occ/Agg: 7,000,000.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Tract 3892 River Islands- Phase 1B Villages D & E

The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents as additional insured as respects the general liability policy. 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

<b>CERTIFICATE HOLDER</b>  The City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

insurance afforded to the named insured by this policy and shall not contribute to any loss as respects the insured's operations.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	River Islands @ Lathrop Development
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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



**UNITED SPECIALTY INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY**

**USIC VEN 016 11 10 07**

**Named Insured: River Islands Development, LLC  
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE  
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

**Section IV: Commercial General Liability Conditions**

**4. Other Insurance:**

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

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

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

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

**UNITED SPECIALTY INSURANCE COMPANY**

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

**USIC VEN 078 03 11 07**

**Named Insured: River Islands Development, LLC**

**Policy Number: ATN-SF1811644P**

**THIRD PARTY CANCELLATION NOTICE**

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies 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.**

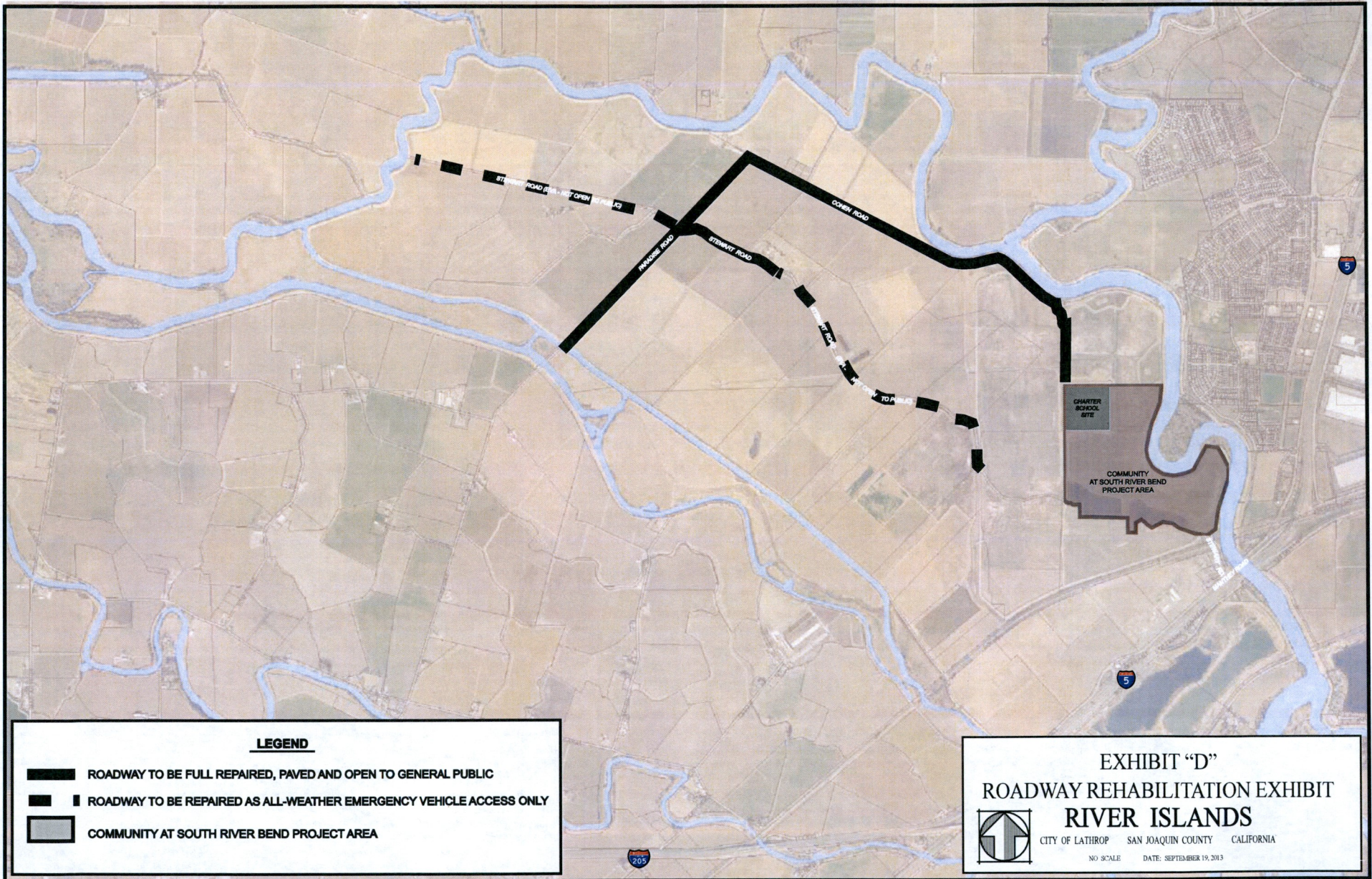
**SCHEDULE**

<b><u>Name and Address of Other Person/Organization</u></b>	<b><u>Number of Days Notice</u></b>
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 Days




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

**EXHIBIT D**

**COHEN/PARADISE/STEWART REHABILITATION MAP**



**LEGEND**

-  ROADWAY TO BE FULL REPAIRED, PAVED AND OPEN TO GENERAL PUBLIC
-  ROADWAY TO BE REPAIRED AS ALL-WEATHER EMERGENCY VEHICLE ACCESS ONLY
-  COMMUNITY AT SOUTH RIVER BEND PROJECT AREA

**EXHIBIT "D"**  
**ROADWAY REHABILITATION EXHIBIT**  
**RIVER ISLANDS**



CITY OF LATIROP SAN JOAQUIN COUNTY CALIFORNIA

NO SCALE DATE: SEPTEMBER 19, 2013

**EXHIBIT E**  
**RIPFA SET-ASIDE LETTER**

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

73 W. STEWART ROAD  
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

January 14, 2019

Glenn Gebhardt, City Engineer  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

**Subject: Substitution of Security – Unfinished Improvements within Stage 1B of River Islands at Lathrop (“Set-Aside Letter”) - Extension**

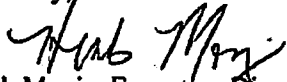
Dear Glenn:

On April 23, 2018, River Islands Financing Authority (RIPFA) provided the City with a substitution of security for unfinished improvements within Stage 1B of the River Islands at Lathrop project (“Set-Aside Letter”); a copy is attached. Under the terms of the Set-Aside letter, funds were set-aside in the RIPFA construction fund for completion of thermoplastic striping within various tracts in the East Village (Stage 1B) area. The Set-Aside Letter will expire on January 15, 2019, unless extended.

This letter serves as a request to extend the Set-Aside Letter to August 1, 2019. Due to scheduling conflicts and weather, the striping could not be completed within the original timeframe. It is our understanding that either River Islands Development, LLC or Reclamation District No. 2062 would be completing this work this spring/summer.

Should you agree to the extension as requested, please sign and date as provided on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at number shown.

Sincerely,



Herb Moniz, Executive Director  
River Islands Public Financing Authority

cc: Susan Dell’Osso, Project Director, River Islands Development, LLC  
William C. Scott, Chief Finance Officer, River Islands Development, LLC  
John Peck, Construction Manager, River Islands Development, LLC  
Michael Krill, Controller, River Islands Development, LLC  
Ramon Batista, RD 2062

Attachment: April 23, 2018 Set-Aside Letter

I Accept in Behalf of the City of Lathrop the Terms and Conditions  
of this Letter of Guarantee Extension:



Glenn R. Gebhardt, City Engineer

Jan. 15, 2019  
Date

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

73 W. STEWART ROAD  
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

April 23, 2018

Glenn Gebhardt, City Engineer  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Subject: **Substitution of Security – Unfinished Improvements within Stage 1B of River Islands at Lathrop (“Set-Aside Letter”)**

Dear Glenn:

As you are aware, River Islands Development, LLC (“Developer”) has recently substantially completed improvements within most of the tracts (villages) of the East Village District of River Islands, as well as Village G within the Community at South River Bend area. All but one of these tracts have performance and labor and materials bonds that have been posted by the Developer with associated Subdivision Improvement Agreements and/or Encroachment Permits (“Previous Security”). Tract 3835 (Village N) has not yet associated with a final map filing and therefore, does not have performance bonds posted. However, since a map is imminent for this area, this Set-Aside Letter would cover this tract as well.

RIPFA is providing the set-aside letter in behalf of the Developer since RIPFA has provided the public funding for the construction of the improvements with issuance of bonds and resulting proceeds from RIPFA Community Facilities Districts (CFDs), including CFD 2015-1. Construction of the improvements has been performed either by the Developer through an acquisition agreement with RIPFA or by public bid of Reclamation District 2026, a member agency of RIPFA. The City entered into a Joint Community Facilities Agreement (JCFA) with RIPFA in November 2015, which provides the process to which the City accept these improvement for public use.

Since the Previous Security covered all or a majority of the value of improvements necessary to be constructed, the Developer feels it is unnecessary to carry the cost to maintain the cost of the Previous Security, since only thermoplastic striping remains for full completion and ultimate City acceptance of the improvements. As a result, the Developer has requested the Authority provide alternative security for the remaining unfinished improvements in-lieu of Previous Security previously provided to the City. We believe that that this “set-aside” letter will provide adequate guarantee to the City for items listed below.

This Set-Aside Letter would be substituted for security previously provided and in-lieu of security required for Village N as follows:



Bond Description	Bond Number	Performance Bond Amount	Labor & Mat. Bond Amount	Remaining Improvements Value	Set-Aside Security Amount
Tract 3840, et. al. (Village G)	SU1124681	\$775,000.00	\$775,000	\$6,440	\$11,592
Tract 3873, et. al. (Village A)	SU1124682	\$2,742,000.00	\$2,742,000.00	\$4,440	\$7,992
Tract 3828, et. al. (Village F)	0681483	\$356,160.00	\$ 178,080		
Tract 3826, et. al. (Villages D&E)	0681484	\$1,119,720.00	\$ 559,860	\$4,365	\$7,857
Tract 3832, et. al. (Villages J&K)	0681485	\$2,070,480.00	\$1,035,240	\$1,430	\$2,574
Tract 3834, et. al. (Village M)	0681491	\$2,237,040.00	\$1,118,520	\$1,905	\$3,429
Tract 3836, et. al. (Village O)	0681492	\$656,040.00	\$328,020	\$2,405	\$4,329
Tract 3829, et. al. (Village H)	0681490	\$444,480	\$222,240	\$1,820	\$3,276
Tract 3838, et. al. (Village Q)	0681502	\$190,800	\$95,400	\$1,905	\$3,429
Tract 3835 (Village N)	N/A	N/A	N/A	\$4,673	\$8,411
Total Amount of Set-Aside Letter					\$52,889

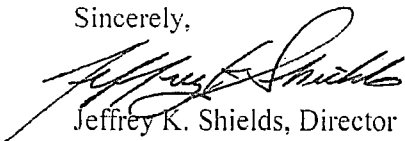
This Set-Aside Letter would provide security for 180% of the value of total remaining thermoplastic striping for all affected tracts.

Under the terms of this Letter of Guarantee, RIPFA shall hold the funds as stated herein in a restricted account until December 31, 2018, or until such time that all striping within the tracts are completed and the final improvements accepted, whichever comes first. Should all of the improvements not be accepted by the City by December 31, 2018 and the deadline is not extended by the City, RIPFA shall cause one of the following to occur:

1. RIPFA shall use the funds set aside in the Improvement Fund to complete the remaining thermoplastic striping under existing contracts to perform the work within 180 days; or
2. RIPFA shall withdraw the funds from the set aside monies in the Improvement Fund and, by January 15, 2019, provide these funds to perform the work.

RIPFA shall retain the discretion to choose between the two options as outlined above. As confirmation of the terms and conditions of this Letter of Guarantee, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at number shown.

Sincerely,



Jeffrey K. Shields, Director  
River Islands Public Financing Authority

cc: Susan Dell'Osso, Project Director, River Islands Development, LLC  
William C. Scott, Chief Finance Officer, River Islands Development, LLC  
John Peck, Construction Manager, River Islands Development, LLC  
Michael Krill, Controller, River Islands Development, LLC

I Accept in Behalf of the City of Lathrop the Terms and Conditions  
of this Letter of Guarantee:



\_\_\_\_\_  
Glenn R. Gebhardt, City Engineer

\_\_\_\_\_  
Date 4/26/18

**EXHIBIT "F"**

**VILLLAGES D AND E IMPROVEMENT ESTIMATE**

ENGINEER'S OPINION OF PROBABLE COST  
**RIVER ISLANDS - PHASE 1B**  
**TRACT 3825 & 3826**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 8, 2015  
 Job No.: 25501-40

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>STREET WORK</u></b>					
1	Fine Grading	368,890	SF	\$ 0.40	\$ 147,556.00
2	3.0" AC Paving	2,480	SF	\$ 1.50	\$ 3,720.00
3	4.5" AC Paving	192,910	SF	\$ 2.25	\$ 434,047.50
4	7" Aggregate Base	2,480	SF	\$ 0.70	\$ 1,736.00
5	8" Aggregate Base	192,910	SF	\$ 0.80	\$ 154,328.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	4,120	LF	\$ 17.00	\$ 70,040.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	6,870	LF	\$ 16.00	\$ 109,920.00
8	Type F Median Curb <i>(with AB cushion)</i>	240	LF	\$ 20.00	\$ 4,800.00
9	Concrete Sidewalk	58,020	SF	\$ 4.00	\$ 232,080.00
10	Driveway Approach	133	EA	\$ 400.00	\$ 53,200.00
11	Handicap Ramps	25	EA	\$ 1,500.00	\$ 37,500.00
12	Survey Monuments	18	EA	\$ 300.00	\$ 5,400.00
13	Traffic Striping & Signage	6,120	LF	\$ 5.00	\$ 30,600.00
14	Remove Existing Street Barricade	2	EA	\$ 500.00	\$ 1,000.00
15	Conformance to Existing Road	2	EA	\$ 5,000.00	\$ 10,000.00
Subtotal Street Work					\$ 1,295,927.50
<b><u>STORM DRAIN</u></b>					
16	Catch Basins <i>(type A inlet)</i>	3	EA	\$ 2,500.00	\$ 7,500.00
17	Catch Basins <i>(type A inlet over type I manhole base)</i>	30	EA	\$ 3,500.00	\$ 105,000.00
18	Catch Basins <i>(type A inlet over type II manhole base)</i>	1	EA	\$ 7,500.00	\$ 7,500.00
19	15" Storm Drain Pipe	2,120	LF	\$ 35.00	\$ 74,200.00
20	18" Storm Drain Pipe	1,120	LF	\$ 40.00	\$ 44,800.00
21	24" Storm Drain Pipe	990	LF	\$ 60.00	\$ 59,400.00
22	30" Storm Drain Pipe	490	LF	\$ 75.00	\$ 36,750.00
23	36" Storm Drain Pipe	90	LF	\$ 95.00	\$ 8,550.00
24	Manholes <i>(type I)</i>	3	EA	\$ 3,000.00	\$ 9,000.00
25	Manholes <i>(type II)</i>	2	EA	\$ 7,500.00	\$ 15,000.00
26	Connect to Existing	1	EA	\$ 1,500.00	\$ 1,500.00
Subtotal Storm Drain					\$ 369,200.00
<b><u>SANITARY SEWER</u></b>					
27	8" Sanitary Sewer Pipe	3,980	LF	\$ 26.00	\$ 103,480.00
28	12" Sanitary Sewer Pipe	1,680	LF	\$ 40.00	\$ 67,200.00
29	Manholes	21	EA	\$ 3,200.00	\$ 67,200.00
30	Sewer Service	131	EA	\$ 700.00	\$ 91,700.00
31	Connect to Existing	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Sanitary Sewer					\$ 330,580.00
<b><u>WATER SUPPLY</u></b>					
32	8" Water Line <i>(including all appurtenances)</i>	6,400	LF	\$ 30.00	\$ 192,000.00
33	Water Service	131	EA	\$ 900.00	\$ 117,900.00
34	Fire Hydrants	10	EA	\$ 5,000.00	\$ 50,000.00
35	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
36	2" Water Service Stub	5	EA	\$ 2,000.00	\$ 10,000.00
Subtotal Water Supply					\$ 375,900.00

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>ELECTRICAL</u></b>					
37	Electroliers (Assumed every 150')	42	EA	\$ 5,000.00	\$ 210,000.00
38	Joint Trench	6,120	LF	\$ 125.00	\$ 765,000.00
Subtotal Electrical					\$ 975,000.00
<b><u>MISCELLANEOUS</u></b>					
39	Parkway Landscape Strip	79,730	SF	\$ 5.00	\$ 398,650.00
40	Median Landscaping	890	SF	\$ 5.00	\$ 4,450.00
41	EVA Parcel	5,200	SF	\$ 5.00	\$ 26,000.00
42	Landscape (Parcel A1)	470	SF	\$ 5.00	\$ 2,350.00
43	Landscape (Parcel A5)	600	SF	\$ 5.00	\$ 3,000.00
44	Landscape (Parcel A6)	440	SF	\$ 5.00	\$ 2,200.00
45	Landscape (Parcel A41)	330	SF	\$ 5.00	\$ 1,650.00
46	Landscape (Parcel A61)	8,450	SF	\$ 5.00	\$ 42,250.00
Subtotal Miscellaneous					\$ 403,100.00
<b>SUBTOTAL CONSTRUCTION COST</b>					<b>\$ 3,749,707.50</b>
<b>20% CONTINGENCY</b>					<b>\$ 749,941.50</b>
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 4,500,000.00</b>
<b>COST PER LOT</b>					<b>\$ 34,091.00</b>

Notes:

- 1) In-Tract roadway sections and landscape parcels are per the Tract 3694 Amended Vesting Tentative Map.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 3) It is assumed that the cost of dewatering is included in the unit of the utility pipelines.

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

**ATTACHMENT** D <sup>69</sup>

January 24, 2018

**Via Email and First Class Mail**

Old Republic Title Company  
3558 Deer Park Drive, Suite 103  
Stockton, CA 95219  
Attn: Karen Sayles

**Re: Recordation of Final Map 3892; Escrow No. 1614020554**

Dear Karen:

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

**A. Date for Closings**

The Final Map will be recorded at the time designated by RID as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2019, at the time designated in writing by RID, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by December 31, 2020, ORTC will return the Final Map to the City.

**B. Documents to be Delivered and Recordation Documents**

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

B.1. One original Final Map for Tract 3892, executed and acknowledged by the City.

The documents listed in Items B.1 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.

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

**C. Funds and Settlement Statement**

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

C.1 Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are set forth below:

- The amount of **\$17,687.00**, 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 **\$3,076** multiplied by **5.75 acres** (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

**D. 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: Susan Dell'Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Stephen Salvatore ([ssalvatore@ci.lathrop.ca.us](mailto:ssalvatore@ci.lathrop.ca.us)), Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)), Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)) and Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt 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.

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

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 Glenn Gebhardt at the email addresses set forth above.

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt 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 RID that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

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

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.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, River Islands Development, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, 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,



**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL 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  
City Manager  
City of Lathrop

  
\_\_\_\_\_  
Susan Dell'Osso  
President  
River Islands Development, LLC

**ESCROW INSTRUCTIONS  
ACKNOWLEDGEMENT AND AGREEMENT:**

Receipt of the foregoing Escrow Instructions from RID 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 RID 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: \_\_\_\_\_

**PAGE LEFT  
INTENTIONALLY  
BLANK**