

**CITY MANAGER'S REPORT
DECEMBER 9, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 52 LOTS IN TRACT 3995 VILLAGE "T" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3995 Village "T" within the Lakeside East District, Totaling 52 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC

SUMMARY:

On June 1, 2015, the City approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at the request of River Islands Development, LLC ("RID").

This proposed Final Map Tract 3995 for Richmond American Homes will be the second and last tract map within the Village "T" area. The homebuilder, Richmond American Homes, is proposing fifty-two (52) 47' x 100' single-family lots. A Vicinity Map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3995, Village "T" and a Subdivision Improvement Agreement (Attachment C) with River Islands Development, LLC.

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Tract 3995 as proposed by River Islands Development, LLC ("RID"), as the subdivider, complies with the most current conditions of approval.

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. The SIA for Tract 3995 (the second tract map within Village "T") required security (bonds, cash or equivalent) to guarantee completion of all unfinished infrastructure within Village "T", which includes thermoplastic striping, signing, and landscaping.

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As a result, a performance bond in the amount of \$514,162 was posted, along with a labor and materials bond in the amount of \$257,081. The SIA for Tract 3995 reaffirms these bonds as security for all unfinished improvements within Village "T". The SIA is included as Attachment A to this report.

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was first approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements. Tract 3995 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3995 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 at a later date when the unfinished improvements are complete. At that time, RID will be required to post one (1) year maintenance bonds as a warranty for the completed infrastructure.

Before the Final Map Tract 3995 is recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all required fees are paid.

REASON FOR RECOMMENDATION:

The applicant has completed the street and utility improvements within the entirety of Village "T" with the exception of the thermoplastic striping, signing and landscaping. RID shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year once the improvements are completed. Prior to acceptance of these improvements, RID has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3995.

Following is a summary of documents and fees related to this subdivision:

	Documents	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements associated with Tract 3995	Completed
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements associated with Tract 3995	Completed
5.	Street Improvement, Landscape Plans	Completed
6.	Street Light, Joint Trench Plans	Completed
7.	Geotechnical Report	Completed

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8.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
9.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance	Completed
10.	Allocation of Water and Sewer capacity	Completed
11.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
12.	Submitted Certificate of Insurance, Tax Letter	Completed
13.	Submitted Preliminary Guarantee of Title	Completed
14.	Escrow Instructions	Completed
15.	Tract 3995 Village "T" – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) annexed with FM 3994	Annexed with FM 3994 on 11/2/2018
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

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 Tract 3995 have already been completed including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. 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.

Before the Final Map 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.

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FISCAL IMPACT:

There is no fiscal 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 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 3995 Village "T" within the Lakeside East District, Totaling 52 Single-Family Lots and a Subdivision Improvement Agreement with River Islands Development, LLC
- B. Village "T" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 3995, Village "T"
- D. Escrow Instructions for Final Map Tract 3995 Village "T"


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APPROVALS



Glenn Gebhardt
City Engineer

11/20/19
Date




Cari James
Finance & Administrative Services Director

11-25-19
Date



Salvador Navarrete
City Attorney

11-21-19
Date



Stephen J. Salvatore
City Manager

12-2-19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE FINAL MAP FOR TRACT 3995 TOTALING 52 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 No. 3694 (VTM 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, on August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area that allowed minor changes in the land use pattern for VTM 3694 and the approval of final maps within Stage 2A; and

WHEREAS, Tract 3995, the proposed subdivision, is part of the Lakeside East District of River Islands as described in the UDC, consisting of 52 lots covered by VTM 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, in its review of Tract 3995 as part of Village "T", the Stewart Tract Design Review Committee recommended approval of Tract 3995 on September 12, 2018; and

WHEREAS, River Islands Development, LLC ("RID"), has completed or has guaranteed completion of all public improvements on Tract Map 3994 and Tract 3995, 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 RID and provision of security by RID 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 RID 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 necessary for access to Village "T" were guaranteed with Letters of Guarantee provided by River Islands Financing Authority on March 4, 2017, and June 26, 2018; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3995 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 3995 is substantially the same as it appeared on VTM 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, RID will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 3995; 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 approves the following actions:

1. The City Manager, or their designee, is authorized to execute Final Map Tract 3995 Village "T" and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. That the City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development, LLC, in substantially the form as attached to the December 9, 2019 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of December 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

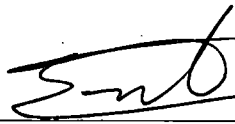
ABSENT:

Sonny Dhaliwal, Mayor

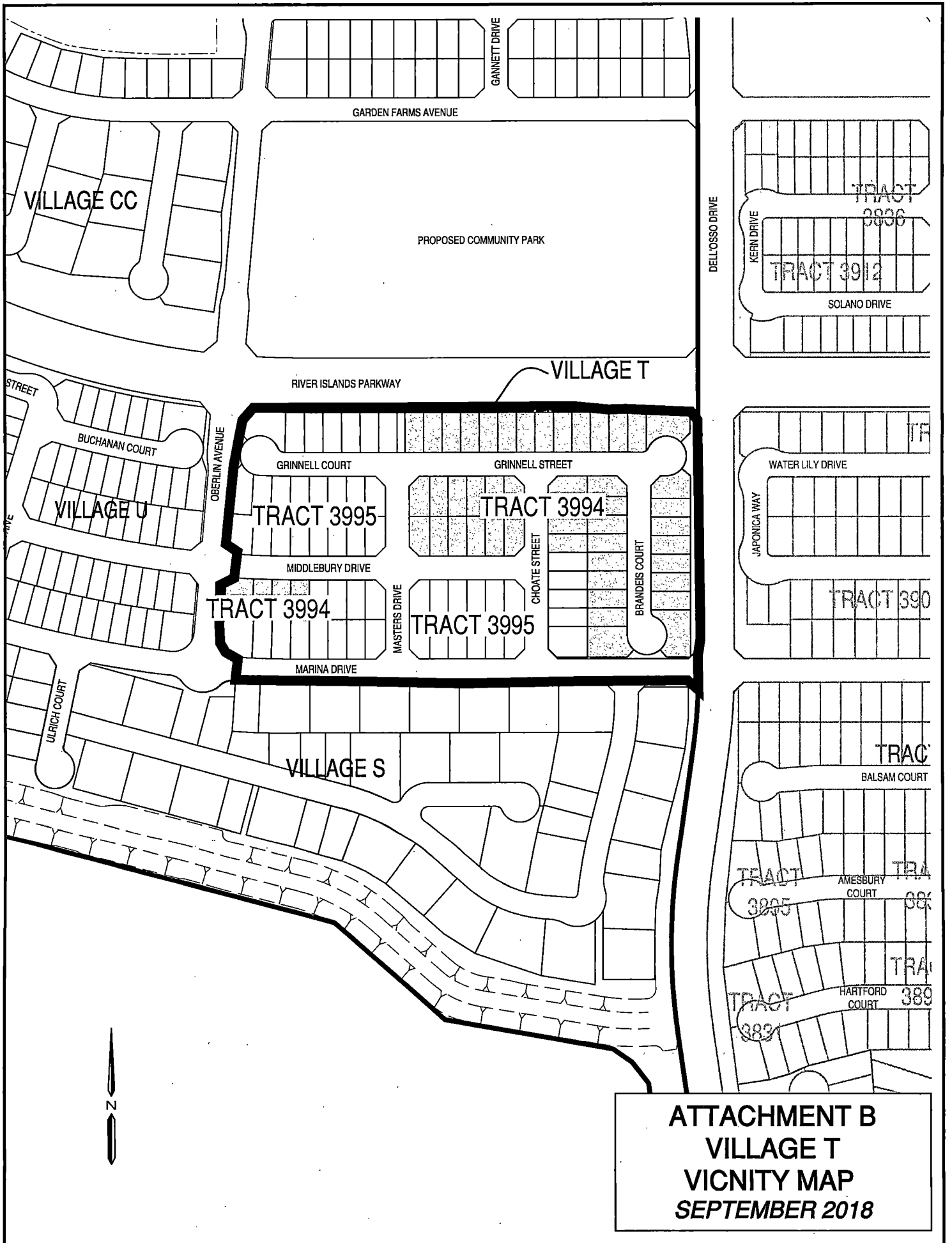
ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney



**ATTACHMENT B
VILLAGE T
VICINITY MAP
SEPTEMBER 2018**

CITY OF LATHROP**SUBDIVISION IMPROVEMENT AGREEMENT****River Islands (Lakeside East District) - Tract 3995 (Village T)****River Islands Development, LLC, a California limited liability company**

RECITALS

A. This Agreement is made and entered into this **9th day of December 2019**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development, LLC, a California limited liability company, (hereinafter "SUBDIVIDER").

B. At its meeting on May 15, 2017, CITY approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Exhibit "G") in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the deadline of August 1, 2020. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

C. At its meeting on July 9, 2018, City Council approved the Tract 3908 large lot final map which includes the Village T area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Exhibit "H") in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2020, deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

D. 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 3994 and Tract 3995. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 3994 and Tract 3995 (Village "T") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$467,420 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 3995 (Village "T") Subdivision Improvement Agreement. Detailed security amounts listed below:

Unfinished Improvement Total	\$17,500 (Imp) + \$449,920 (Landscape) = \$467,420
Performance Guarantee	\$467,420 x 10% = \$514,162
Labor & Materials Guarantee	\$514,162 x 50% = \$257,081

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 3994 and Tract 3995 and as noted in Recital D, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 3994 and Tract 3995 (Village T). Improvement plans, and street light plans prepared by Power Systems Design, Inc., have already been approved by CITY. The street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 3994 and Tract 3995 are required security as outlined in this Agreement.

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 Lakeside East 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 3995 that is conveyed to a private interest not associated with the transfer of title of Tract 3995 associated with the filing of Tract 3995 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 3995, or by December, 1, 2020, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall at any time during the progress of the Improvements have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY's acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$232,500, equal to 10% of the estimated cost of the Improvements for the Village T entire area (\$2,325,000) as included in the Engineer's estimate attached to this Agreement as Exhibit 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 no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tract 3995 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 30, 2013, the security required by the 2013 Agreement shall remain in place for the following:

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 and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by 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 not entirely complete, SUBDIVIDER is required to only post security to guarantee the unfinished improvements associated with Tract 3994 and Tract 3995 as included and described in Exhibit E of this Agreement. The amount of the security shall be equal to 120% of the amount of unfinished improvements as shown in Exhibit E ($\$467,420 \times 120\% = \$560,904$ – performance security amount) as indicated in Recital D. The corresponding labor and materials security amount shall be 50% of the performance security amount ($\$560,904 \times 50\% = \$280,452$) also as indicated in Recital D. Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

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

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 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 the 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 3994 and Tract 3995.

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. If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

EXHIBITS:

EXHIBIT A: FINAL MAP - TRACT 3995 VILLAGE "T"

EXHIBIT B: TRACT 3995 AND VILLAGE "T" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP

EXHIBIT E: UNFINISHED IMPROVEMENT COST ESTIMATE

EXHIBIT F: VILLAGE "T" IMPROVEMENTS ENGINEER'S ESTIMATE

**EXHIBIT G: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN
THE STAGE 2A DEVELOPMENT AREA DATED MAY 4, 2017**

**EXHIBIT H: RIPFA LETTER OF GUARANTEE - RIVER ISLANDS PARKWAY WITHIN
THE STAGE 2A DEVELOPMENT AREA DATED JUNE 26, 2018**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of December 2019, at Lathrop, California.

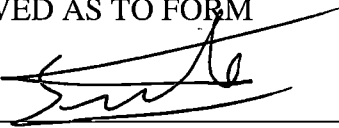
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM

BY: 

Salvador Navarrete
City Attorney

River Islands Development, LLC
a California limited liability company

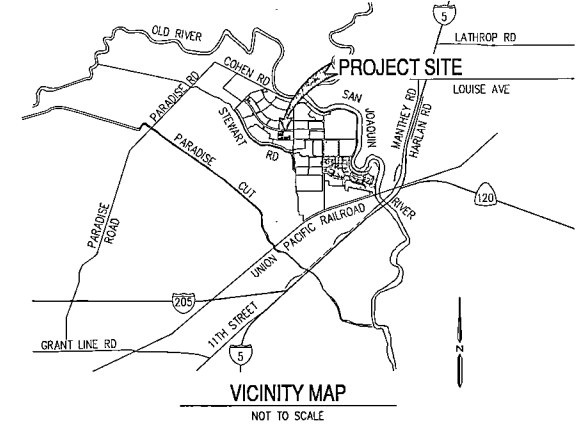
BY: _____
Susan Dell'Osso
President
"SUBDIVIDER"

EXHIBIT A

FINAL MAP - TRACT 3995 VILLAGE "T"

TRACT 3995 RIVER ISLANDS - STAGE 2A VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3894 (43 MAP 60),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 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 3995, RIVER ISLANDS, STAGE 2A, VILLAGE T", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) 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 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" AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 6, 11, 12, 17, 18, 29, 30 AND 45, 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, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOC. 2017-150771 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, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ 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(IES), 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 3995, RIVER ISLANDS, STAGE 2A, VILLAGE T", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR 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, WALL EASEMENTS, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 6, 11, 12, 17, 18, 29, 30 AND 45, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ///////.

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

TERESA 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, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ 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(IES), 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: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION.

DATED THIS _____ DAY OF _____, 201__

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

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 3995, RIVER ISLANDS, STAGE 2A, VILLAGE T", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, 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 VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__

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



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201__, AT _____, N.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEES: \$ _____

STEVE 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 3995

RIVER ISLANDS - STAGE 2A

VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3994 (43 M&P 60),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2019



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 _____, 201____. 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, 2023, 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



CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3995, RIVER ISLANDS, STAGE 2A, VILLAGE T", 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



NOTES

- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY 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, ODDOR, 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 "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.S.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENCOE, INCORPORATED, JOSEF J. TOTILE, C.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3995, RIVER ISLANDS, STAGE 2A, VILLAGE T, CONTAINS 52 RESIDENTIAL LOTS, CONTAINING 5.97 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP.

TRACT 3995 AREA SUMMARY	
LOTS 1 THROUGH 52	5.97 AC±
TOTAL	5.97 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1614021771-KB, DATED SEPTEMBER 19, 2019, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- (R1) 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) TRACT 3908, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAP AND PLATS, PAGE 52, S.J.C.R. (43 M&P 52)
- (R3) TRACT 3989, FILED NOVEMBER 2, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 54, S.J.C.R. (43 M&P 54)
- (R4) TRACT 3994, FILED DECEMBER 13, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 60, S.J.C.R. (43 M&P 60)
- (R5) TRACT 3834, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 M&P 72)
- (R6) TRACT 3838, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS, PAGE 12, S.J.C.R. (43 M&P 12)
- (R7) TRACT 3895, FILED JUNE 20, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 89, S.J.C.R. (42 M&P 89)

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.

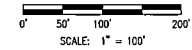
TRACT 3995

RIVER ISLANDS - STAGE 2A

VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3994 (43 M&P 60),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2019

O'DELL
ENGINEERING



BOUNDARY SHEET

NOTES

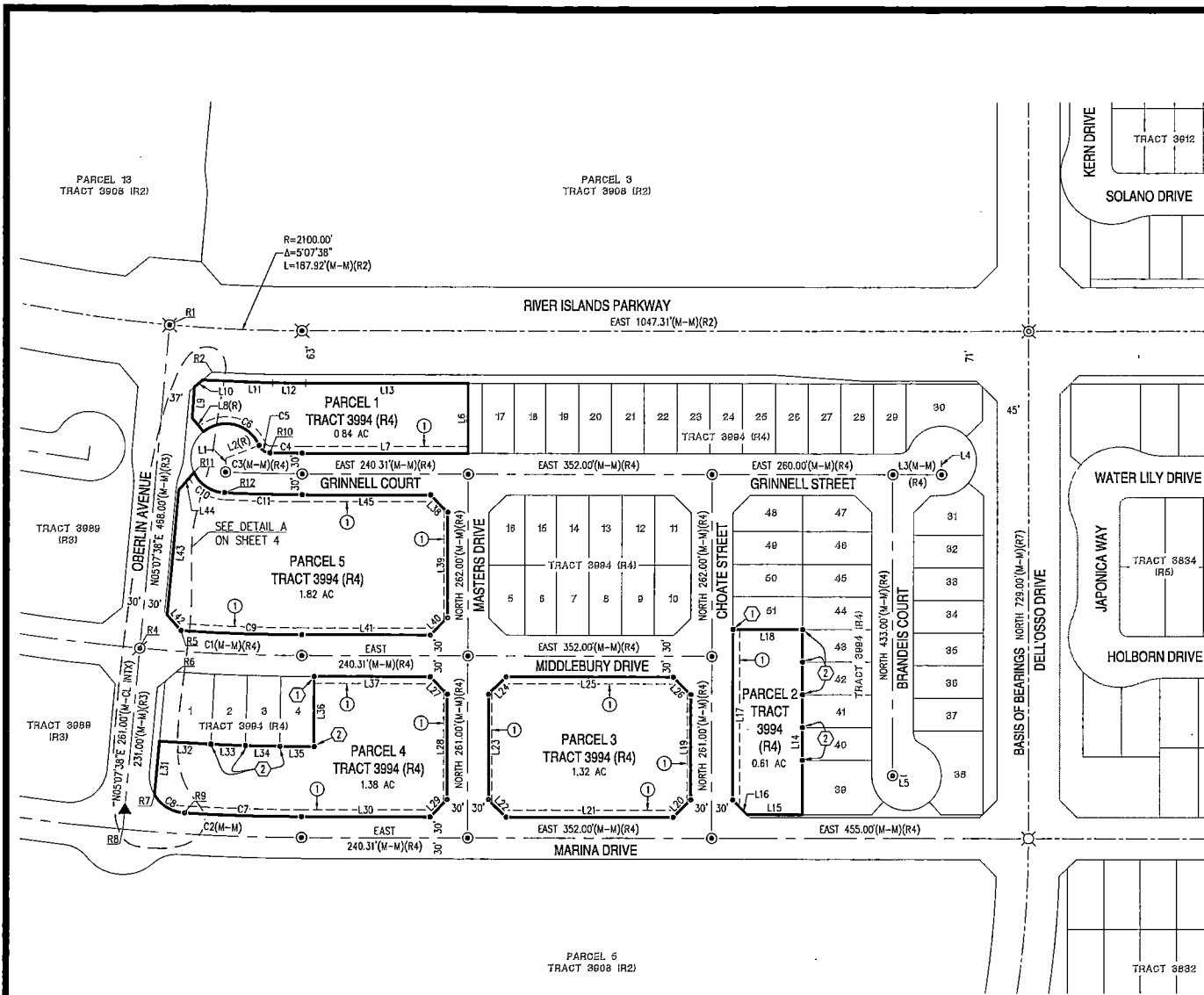
- SEE SHEET 2, FOR MAP AND EASEMENT REFERENCES AND ADDITIONAL NOTES.
- SEE SHEET 4 FOR LINE AND CURVE TABLES FOR SHEETS 3 AND 4 ONLY.

LEGEND (SHEETS 3 AND 4 ONLY)

- ⊗ MONUMENT PER (R2)
- ⊙ MONUMENT PER (R4)
- ⊕ MONUMENT PER (R3)
- ⊗ MONUMENT PER (R5)
- ⊗ MONUMENT PER (R7)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R3)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R4), UNLESS OTHERWISE NOTES

EASEMENTS

- ① PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 3994, RIVER ISLANDS, STAGE 2A, VILLAGE T, FILED DECEMBER 13, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 60, S.J.C.R.
- ① DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R4)
- ② DENOTES 5/8" REBAR WITH CAP "PLS 7788" PER (R4)



BASIS OF BEARINGS

THE BEARING OF NORTH BETWEEN FOUND MONUMENTS ALONG DELLOSSO DRIVE AS SHOWN ON TRACT 3908 (R2), STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

TRACT 3995 RIVER ISLANDS - STAGE 2A VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3994 (43 M&P 80),
CITY OF LATHROP, S.W. JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2019



NOTES

1. SEE SHEET 2 FOR MAP AND EASEMENT REFERENCES AND ADDITIONAL NOTES.
2. SEE SHEET 4 FOR LINE AND CURVE TABLES FOR SHEETS 3 AND 4 ONLY.

LINE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

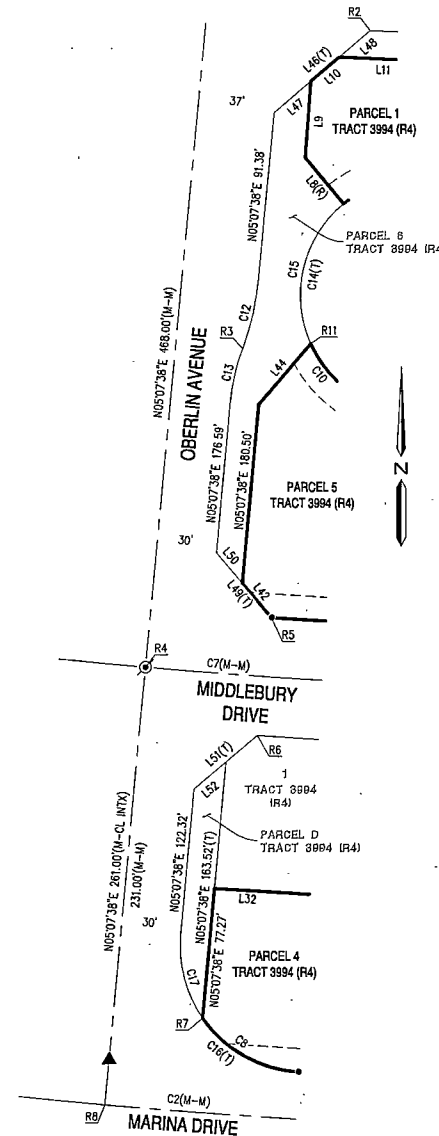
LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE						
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH				
L1	N2°41'43"E	20.00'	L17	NORTH	245.00'	L33	N87°47'26"W	48.82'	L49	N40°29'59"W	35.74'	
L2	N68°09'35"E	50.00'	L18	EAST	100.00'	L34	N88°49'37"W	48.82'	L50	N40°29'59"W	5.60'	
L3	EAST	70.00'	L19	NORTH	151.00'	L35	N89°47'25"W	48.15'	L51	N49°31'35"E	34.98'	
L4	NORTH	20.00'	L20	N45°00'00"E	35.36'	L36	NORTH	100.50'	L52	N49°31'35"E	14.29'	
L5	EAST	20.00'	L21	EAST	242.00'	L37	EAST	168.00'				
L6	NORTH	101.00'	L22	N45°00'00"W	35.36'	L38	N45°00'00"W	35.36'				
L7	EAST	240.31'	L23	NORTH	151.00'	L39	NORTH	152.00'				
L8	N39°38'01"W	25.21'	L24	N45°00'00"E	35.36'	L40	N45°00'00"E	35.35'				
L9	N3°59'46"E	44.91'	L25	EAST	242.00'	L41	EAST	185.31'				
L10	N49°15'07"E	15.75'	L26	N45°00'00"W	35.36'	L42	N40°29'59"W	30.14'				
L11	N87°35'59"W	98.81'	L27	N45°00'00"W	35.36'	L43	N5°07'38"E	180.50'				
L12	N89°30'51"W	47.00'	L28	NORTH	151.00'	L44	N40°22'55"E	33.58'				
L13	EAST	235.00'	L29	N45°00'00"E	35.36'	L45	EAST	185.31'				
L14	NORTH	266.00'	L30	EAST	185.31'	L46	N49°15'07"E	41.77'				
L15	EAST	79.00'	L31	N5°07'38"E	77.27'	L47	N49°15'07"E	8.84'				
L16	N45°00'00"W	29.70'	L32	N85°41'56"W	73.01'	L48	N49°15'07"E	17.19'				

CURVE TABLES FOR COURSES SHOWN
ON SHEETS 3 AND 4 ONLY

CURVE TABLE				CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
C1	2568.00	5°07'38"	229.81'	C13	87.00	151°2'13"	23.09'
C2	2829.00	5°07'38"	253.15'	C14	50.00	245°27'52"	214.21'
C3	2306.00	2°41'43"	108.48'	C15	50.00	74°30'30"	65.02'
C4	2276.00	1°08'57"	45.65'	C16	53.00	91°43'56"	84.85'
C5	17.00	67°00'38"	19.88'	C17	53.00	35°46'29"	33.09'
C6	50.00	107°47'36"	94.07'				
C7	2799.00	3°23'42"	165.85'				
C8	53.00	55°57'27"	51.76'				
C9	2538.00	3°52'23"	171.56'				
C10	50.00	63°09'46"	55.12'				
C11	2336.00	2°41'43"	109.89'				
C12	113.00	151°2'13"	29.98'				

RADIAL TABLES FOR COURSES SHOWN
ON SHEETS 3 AND 4 ONLY

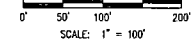
RADIAL LINE TABLE	
LINE	DIRECTION
R1	N5°07'38"E
R2	N3°22'35"E
R3	N69°40'09"W
R4	N5°07'38"E
R5	N3°52'23"E
R6	N3°55'33"E
R7	N59°21'09"E
R8	N5°07'38"E
R9	N3°23'42"E
R10	N1°08'57"E
R11	N65°51'29"E
R12	N2°41'43"E



DETAIL A
NOT TO SCALE
(FROM SHEET 3)

TRACT 3995 RIVER ISLANDS - STAGE 2A VILLAGE T

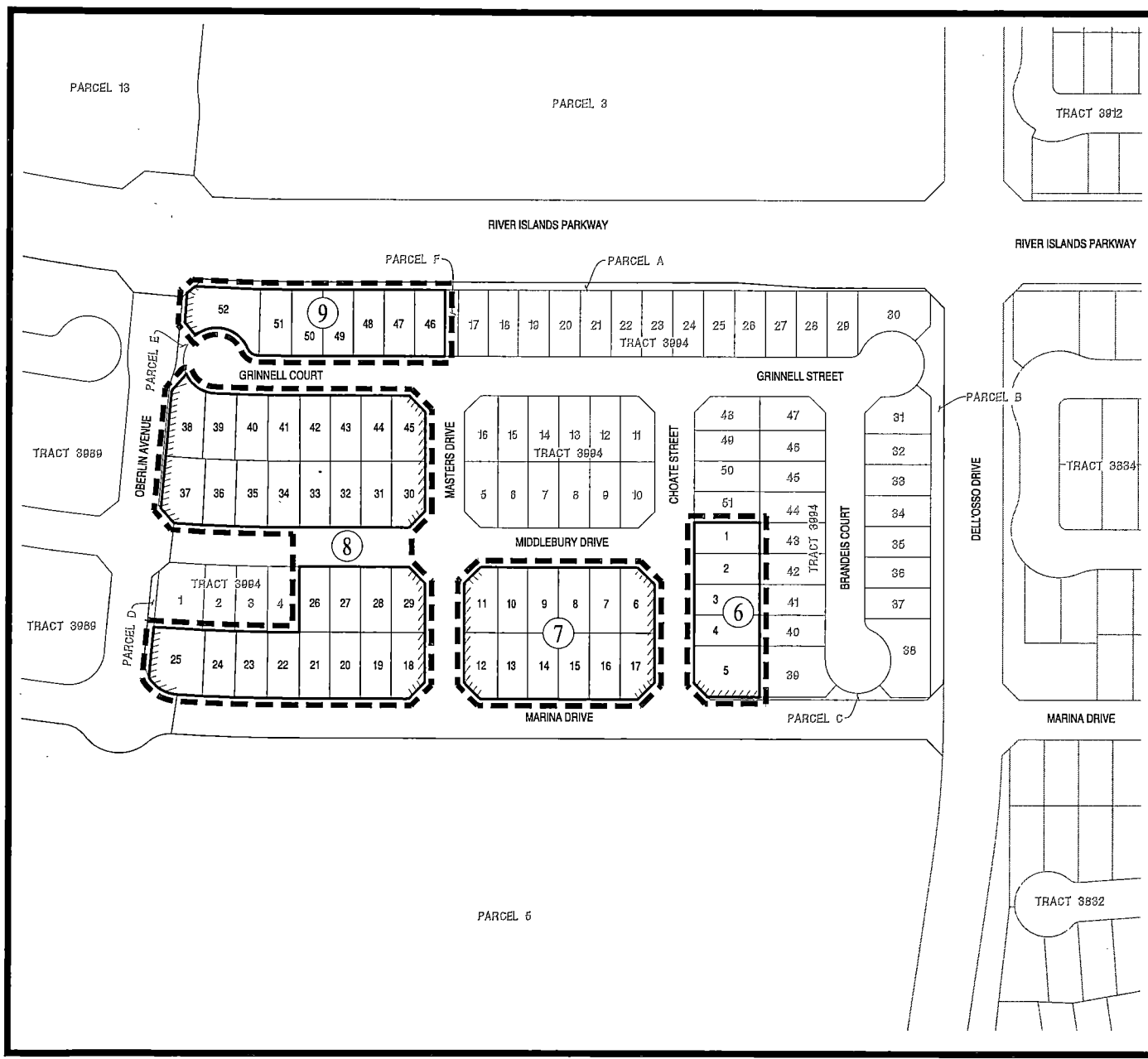
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3994 (4.3 M&P 60),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2019



SHEET INDEX

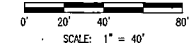
LEGEND

- BOUNDARY
- LOT LINE
- SHEET NUMBER
- RESTRICTED ACCESS
- SHEET LIMIT LINE



TRACT 3995 RIVER ISLANDS - STAGE 2A VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3994 (43 M&P 60),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA,
NOVEMBER 2019

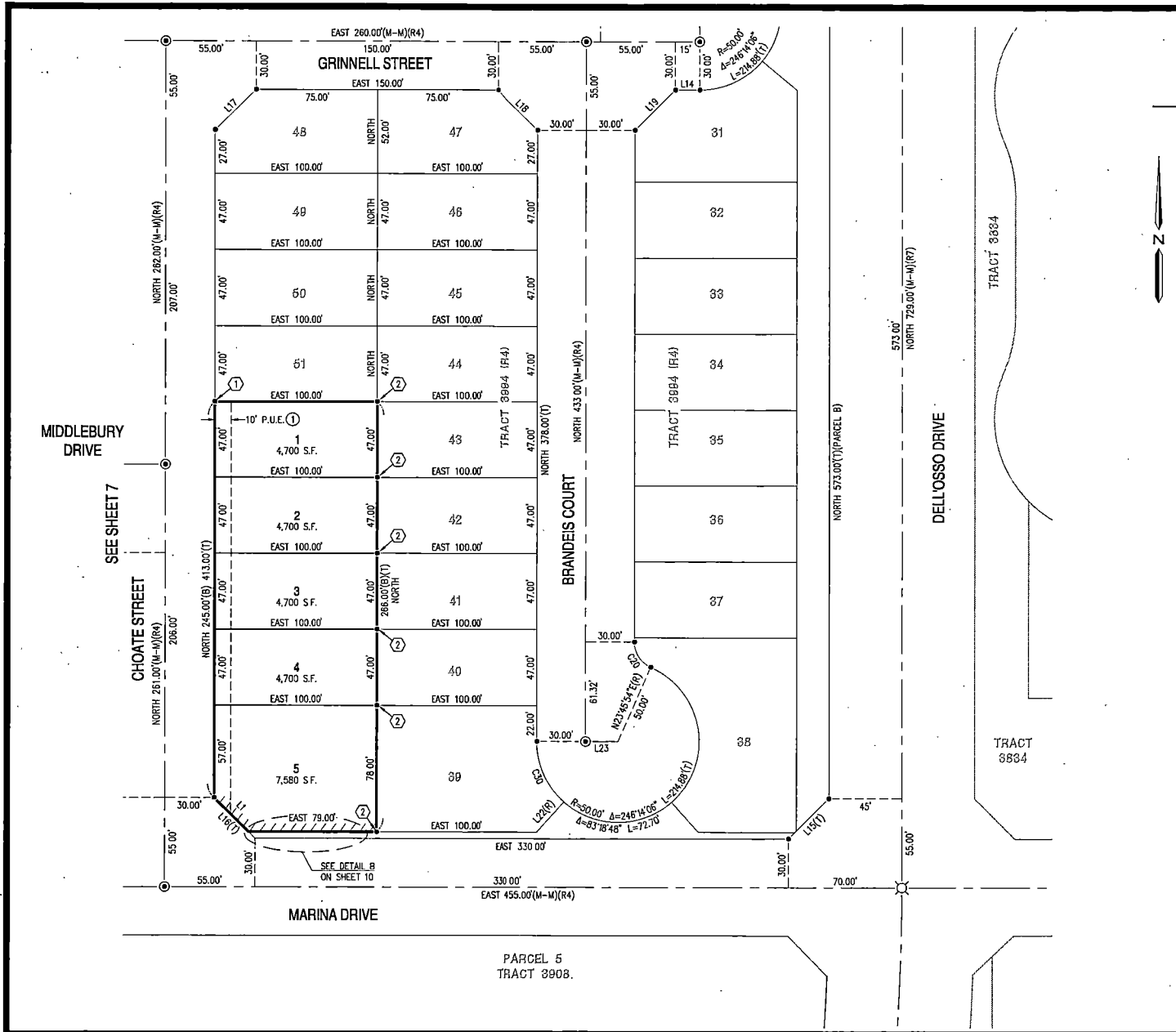


LEGEND

- ⊙ MONUMENT PER (R3)
- ⊙ MONUMENT PER (R4)
- ⊙ MONUMENT PER (R5)
- ⊙ MONUMENT PER (R7)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R3)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R4), 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 W/ PLASTIC PLUG "PLS 7788"
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (B) BOUNDARY
- (T) TOTAL
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C. WITNESS CORNER
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- CENTERLINE
- ////// RESTRICTED ACCESS
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3
- ① DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R4)
- ② DENOTES 5/8" REBAR WITH CAP "PLS 7788" PER (R4)

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 AND REFERENCES.
4. SEE SHEET 3 FOR BASIS OF BEARINGS.
5. SEE SHEET 10 FOR LINE AND CURVE TABLES.



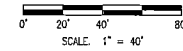
PARCEL 5
TRACT 3908.

TRACT 3995

RIVER ISLANDS - STAGE 2A

VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3994 (43 M&P 60),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2019

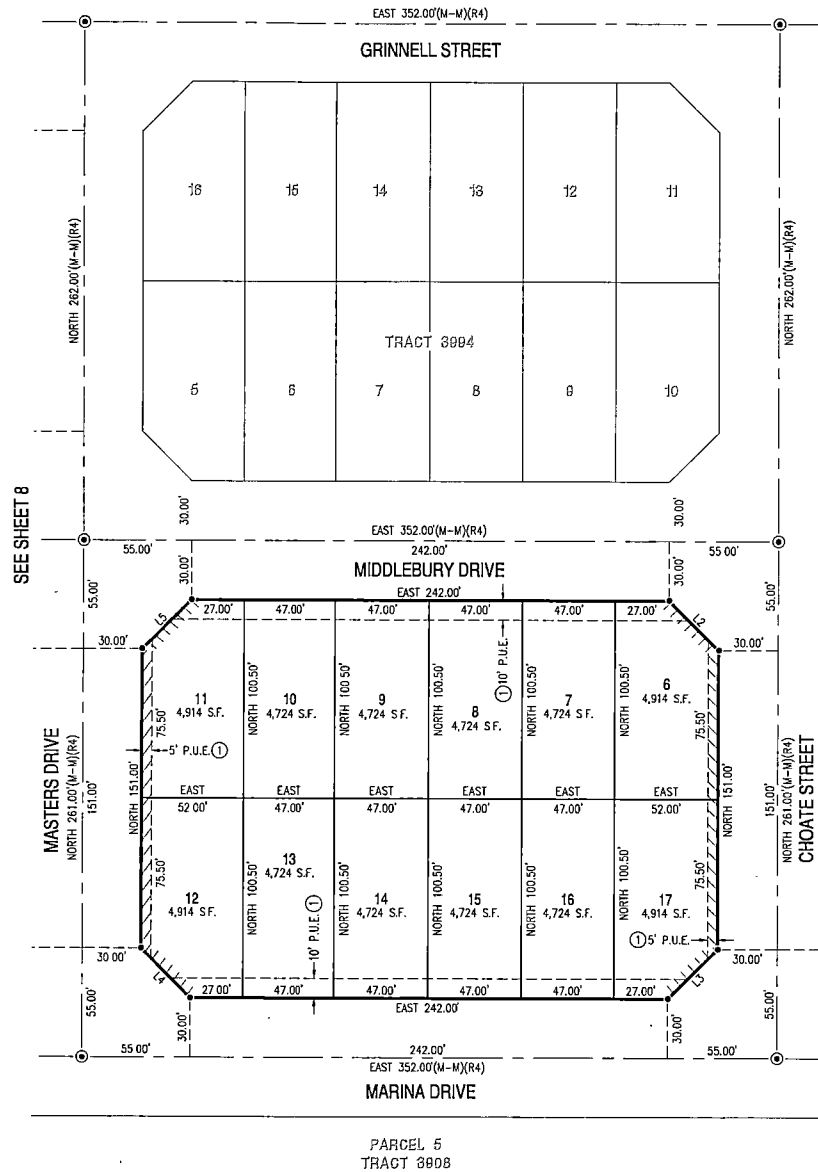


LEGEND

- ⊙ MONUMENT PER (R3)
- ⊙ MONUMENT PER (R4)
- ⊙ MONUMENT PER (R5)
- ⊙ MONUMENT PER (R7)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R3)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R4), 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 W/ PLASTIC PLUG "PLS 7788"
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (B) BOUNDARY
- (T) TOTAL
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C. WITNESS CORNER
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - - EASEMENT LINE
- CENTERLINE
- //// RESTRICTED ACCESS
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3
- ① DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R4)
- ② DENOTES 5/8" REBAR WITH CAP "PLS 7788" PER (R4)

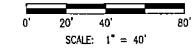
NOTES

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 AND REFERENCES.
4. SEE SHEET 3 FOR BASIS OF BEARINGS
5. SEE SHEET 10 FOR LINE AND CURVE TABLES.



TRACT 3995 RIVER ISLANDS - STAGE 2A VILLAGE T

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3994 (43 M&P 60),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2019



LEGEND

- ⊙ MONUMENT PER (R3)
- ⊙ MONUMENT PER (R4)
- ⊙ MONUMENT PER (R5)
- ⊙ MONUMENT PER (R7)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R3)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R4), 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 W/ PLASTIC PLUG "PLS 7788"
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (B) BOUNDARY
- (T) TOTAL
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C. WITNESS CORNER
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- CENTERLINE
- ////// RESTRICTED ACCESS
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3
- ① DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R4)
- ② DENOTES 5/8" REBAR WITH CAP "PLS 7788" PER (R4)

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.
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5. SEE SHEET 10 FOR LINE AND CURVE TABLES.

SEE SHEET 9

GRINNELL COURT

MIDDLEBURY DRIVE

MARINA DRIVE

SEE SHEET 7

PARCEL 6
TRACT 3908

TRACT 3995
RIVER ISLANDS - STAGE 2A
VILLAGE T

A PORTION OF RANCHO EL PESCADERO BEING
 PART OF THE SAN JOAQUIN COUNTY MAP 809,
 A SUBDIVISION OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA,
 NOVEMBER, 2019.



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 10 ONLY

LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N45°00'00"W	29.70'	C1	50.00	63°09'46"	55.12'
L2	N45°00'00"W	35.36'	C2	53.00	55°57'27"	51.76'
L3	N45°00'00"E	35.36'	C3	2276.00	1°08'57"	45.65'
L4	N45°00'00"W	35.36'	C4	17.00	67°00'38"	19.88'
L5	N45°00'00"E	35.36'	C5	50.00	47°09'23"	41.15'
L6	N45°00'00"W	35.36'	C6	50.00	16°00'23"	13.97'
L7	N45°00'00"E	35.36'	C7	2336.00	0°48'52"	33.21'
L8	N40°29'59"W	30.14'	C8	2336.00	1°09'10"	47.00'
L9	N40°29'59"E	33.58'	C9	2336.00	0°43'41"	29.68'
L10	N45°00'00"W	35.36'	C10	2538.00	0°41'53"	30.92'
L11	N45°00'00"E	35.36'	C11	2538.00	1°08'18"	48.95'
L12	N39°38'01"W	25.21'	C12	2538.00	1°06'18"	48.95'
L13	N35°48'46"E	44.91'	C13	2538.00	0°57'54"	42.75'
L14	EAST	15.00'	C14	2799.00	0°37'49"	30.79'
L15	N45°00'00"E	35.36'	C15	2799.00	0°59'53"	48.76'
L16	N45°00'00"W	35.36'	C16	2799.00	0°59'52"	48.74'
L17	N45°00'00"E	35.36'	C17	2799.00	0°46'08"	37.58'
L18	N45°00'00"W	35.36'	C18	2276.00	1°08'55"	44.08'
L19	N45°00'00"E	35.36'	C19	2276.00	0°02'22"	1.57'
L20	N40°29'59"W	5.80'	C20	17.00	66°14'06"	19.65'
L21	EAST	17.31'	C21	53.00	91°43'56"	84.85'
L22	N41°45'37"E	25.07'	C22	87.00	15°12'13"	23.09'
L23	EAST	20.00'	C23	113.00	15°12'13"	29.98'
L24	N2°41'43"E	20.00'	C24	53.00	35°46'29"	33.09'
			C25	2598.00	1°11'53"	54.32'
			C26	2598.00	1°02'12"	47.00'
			C27	2598.00	1°02'12"	47.00'
			C28	2598.00	0°39'17"	28.66'
			C29	50.00	74°30'30"	65.02'
			C30	50.00	48°14'23"	42.10'
			C31	2306.00	1°32'46"	62.23'
			C32	2306.00	1°08'57"	46.25'

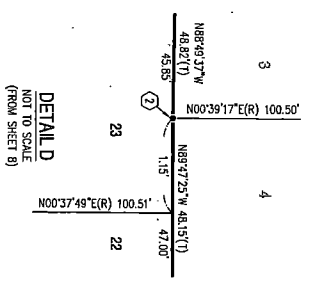
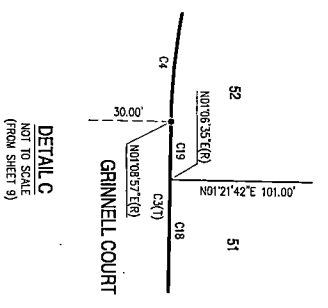
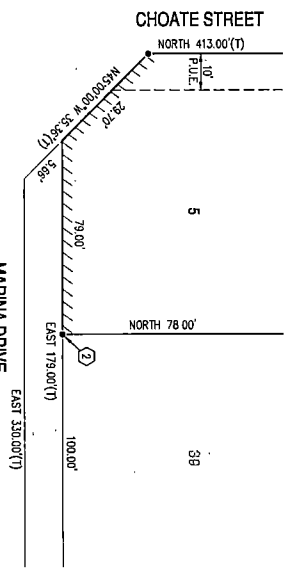


EXHIBIT B

TRACT 3995 AND VILLAGE "T" AREA

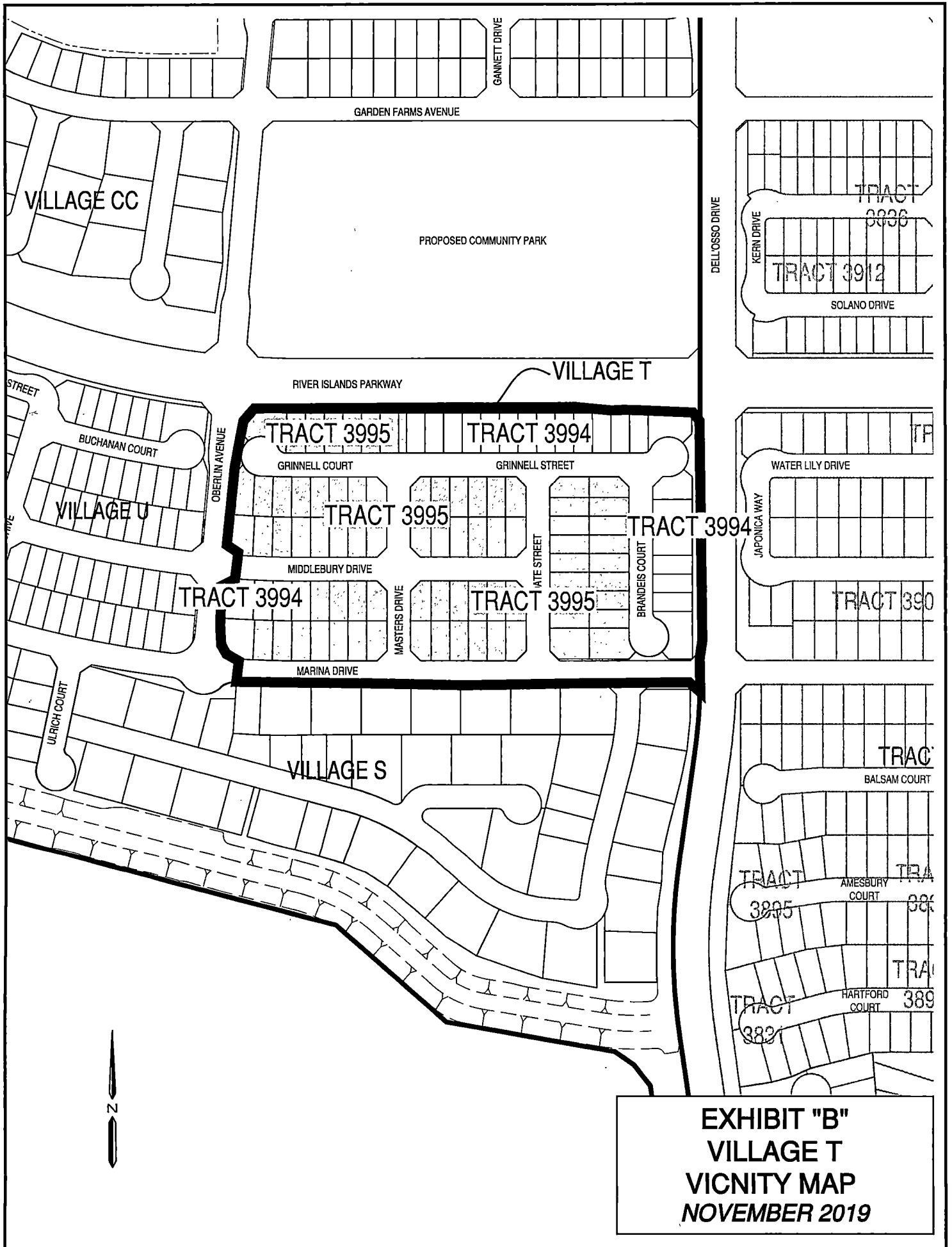


EXHIBIT "B"
VILLAGE T
VICINITY MAP
NOVEMBER 2019

EXHIBIT C

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, “the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2019

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).

PRODUCER Willis Towers Watson Insurance Services West, Inc. fka Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty Insurance Company INSURER B: Starr Surplus Lines Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 12537 13604


COVERAGES **CERTIFICATE NUMBER:** W13938879 **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ATN-SF1811644P	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BTN1814514W	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability			1000024047	03/19/2018	03/19/2021	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: RIVER ISLANDS - Tract 3995 Village "T"

The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents as Additional Insureds 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

CERTIFICATE HOLDER City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	CANCELLATION 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 Towers Watson Insurance Services West, Inc. Exa Willis Insurance Services of California, Inc.		NAMED INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: 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 insureds 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	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

- 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 in-sured(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.

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.

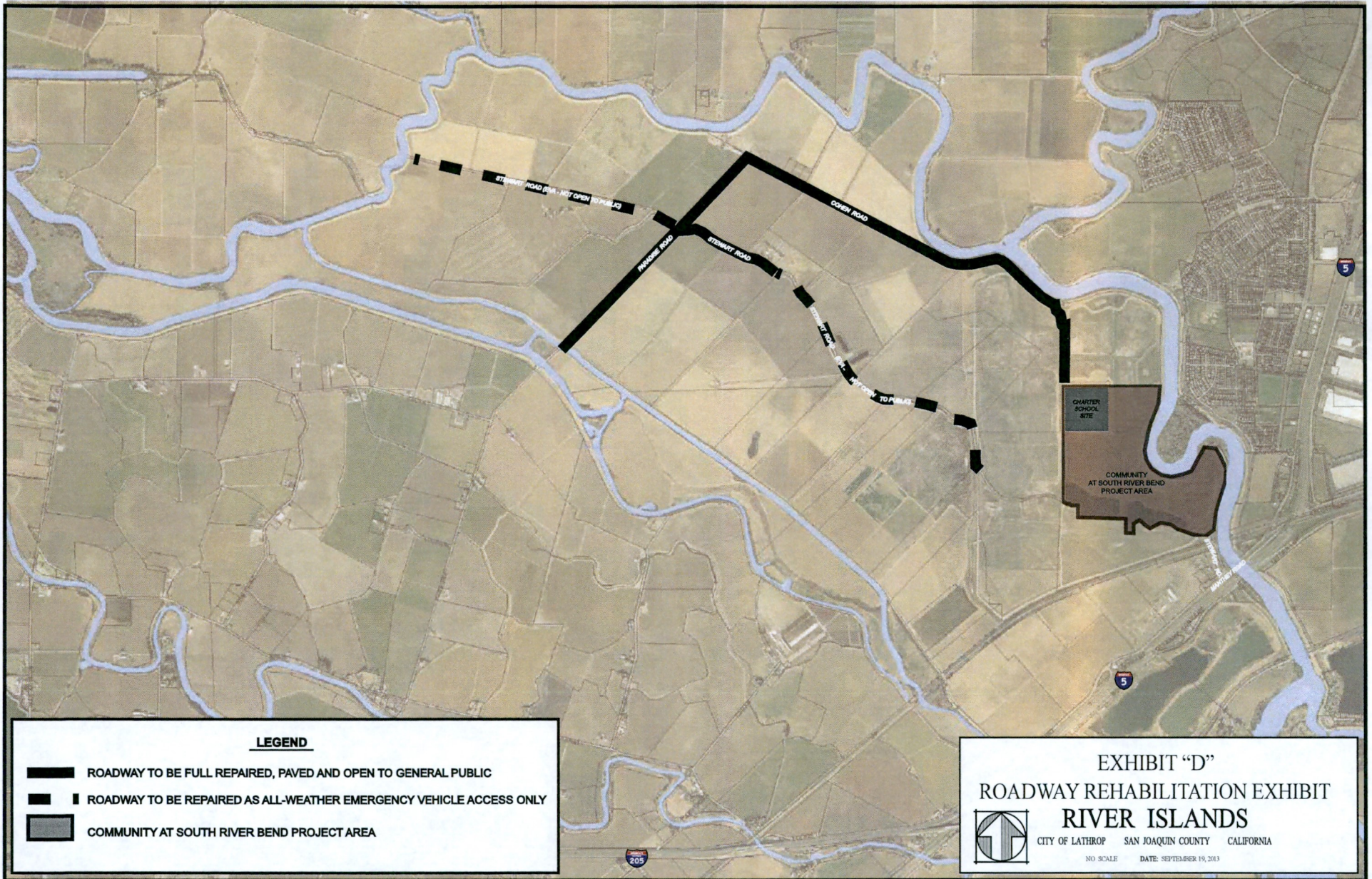
SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
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 LATHROP SAN JOAQUIN COUNTY CALIFORNIA
 NO SCALE DATE: SEPTEMBER 19, 2013



EXHIBIT E

UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2A
VILLAGE T (103 LOTS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

November 18, 2018
 Job No.: 25502-94

Item	Description	Quantity	Unit	Unit Price	Amount
LANDSCAPE					
1	Grinnell Court (Lot 38-52)	4,100	SF	\$ 8.00	\$ 32,800.00
2	Middlebury Drive (Lot 6-11 & Lot 26-37)	5,970	SF	\$ 8.00	\$ 47,760.00
3	Marina Drive (Lot 5 & Lot 12-25)	5,320	SF	\$ 8.00	\$ 42,560.00
4	Choate Street (Lot 1-6 & 17)	3,350	SF	\$ 8.00	\$ 26,800.00
5	Masters Drive (Lot 18, 29, 30, & 45)	4,450	SF	\$ 8.00	\$ 35,600.00
6	Parcel A	11,440	SF	\$ 8.00	\$ 91,520.00
7	Parcel B	13,340	SF	\$ 8.00	\$ 106,720.00
8	Parcel C	2,310	SF	\$ 8.00	\$ 18,480.00
9	Parcel D	1,490	SF	\$ 8.00	\$ 11,920.00
10	Parcel E	2,450	SF	\$ 8.00	\$ 19,600.00
11	Parcel F	2,020	SF	\$ 8.00	\$ 16,160.00
Subtotal Landscape					\$ 449,920.00
STREET IMPROVEMENTS					
1	Signing and Striping (0% Completion)	1	LS	\$ 17,500.00	\$ 17,500.00
Subtotal Streets					\$ 17,500.00
TOTAL COST TO COMPLETE					\$ 467,420.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village T.

EXHIBIT F

VILLAGE "T" IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE T (103 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 7, 2018
Job No.: 25502-94

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	277,800	SF	\$ 0.45	\$ 125,010.00
2	3" AC Paving	30,100	SF	\$ 1.50	\$ 45,150.00
3	4.5" AC Paving	119,500	SF	\$ 2.25	\$ 268,875.00
4	6" Aggregate Base	30,100	SF	\$ 0.90	\$ 27,090.00
5	8" Aggregate Base	119,500	SF	\$ 1.20	\$ 143,400.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	3,930	LF	\$ 15.00	\$ 58,950.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	4,840	LF	\$ 15.00	\$ 72,600.00
8	Concrete Sidewalk	43,500	SF	\$ 5.00	\$ 217,500.00
9	Driveway Approach	103	EA	\$ 600.00	\$ 61,800.00
10	Handicap Ramps	19	EA	\$ 2,500.00	\$ 47,500.00
11	Survey Monuments	13	EA	\$ 300.00	\$ 3,900.00
12	Traffic Striping & Signage	5,320	LF	\$ 5.00	\$ 26,600.00
13	Dewatering <i>(budget)</i>	5,320	LF	\$ 40.00	\$ 212,800.00
Subtotal Street Work					\$ 1,311,175.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	26	EA	\$ 2,400.00	\$ 62,400.00
15	Catch Basins <i>(type A inlet over type I manhole base)</i>	7	EA	\$ 2,800.00	\$ 19,600.00
16	Catch Basins <i>(type A inlet over type II manhole base)</i>	7	EA	\$ 5,000.00	\$ 35,000.00
17	Field Inlet	2	EA	\$ 1,200.00	\$ 2,400.00
18	15" Storm Drain Pipe	1,330	LF	\$ 34.00	\$ 45,220.00
19	18" Storm Drain Pipe	1,120	LF	\$ 46.00	\$ 51,520.00
20	24" Storm Drain Pipe	640	LF	\$ 65.00	\$ 41,600.00
21	30" Storm Drain Pipe	260	LF	\$ 80.00	\$ 20,800.00
22	36" Storm Drain Pipe	520	LF	\$ 95.00	\$ 49,400.00
23	42" Storm Drain Pipe	240	LF	\$ 120.00	\$ 28,800.00
24	Manholes <i>(type I)</i>	4	EA	\$ 3,000.00	\$ 12,000.00
25	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.00
26	Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Storm Drain					\$ 375,840.00
<u>SANITARY SEWER</u>					
27	8" Sanitary Sewer Pipe	3,600	LF	\$ 28.00	\$ 100,800.00
28	Manholes	15	EA	\$ 4,000.00	\$ 60,000.00
29	Sewer Service	103	EA	\$ 600.00	\$ 61,800.00
30	Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
31	Connect to Existing	3	EA	\$ 3,000.00	\$ 9,000.00
Subtotal Sanitary Sewer					\$ 233,600.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
32	8" Water Line <i>(including all appurtenances)</i>	4,640	LF	\$ 32.00	\$ 148,480.00
33	Water Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
34	Water Service	103	EA	\$ 2,000.00	\$ 206,000.00
35	Fire Hydrants	9	EA	\$ 4,000.00	\$ 36,000.00
36	Connect to Existing	3	EA	\$ 4,000.00	\$ 12,000.00
Subtotal Water Supply					\$ 404,480.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 2,325,000.00
COST PER LOT					\$ 22,573.00

Notes:

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

EXHIBIT G

**RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN THE
STAGE 2A DEVELOPMENT AREA DATED MAY 4, 2017**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 878-7800

May 4, 2017

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

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 2 of 3

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

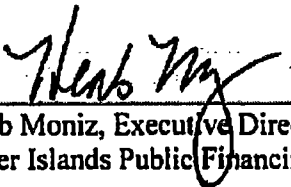
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, 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 (209) 879-7900.


Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

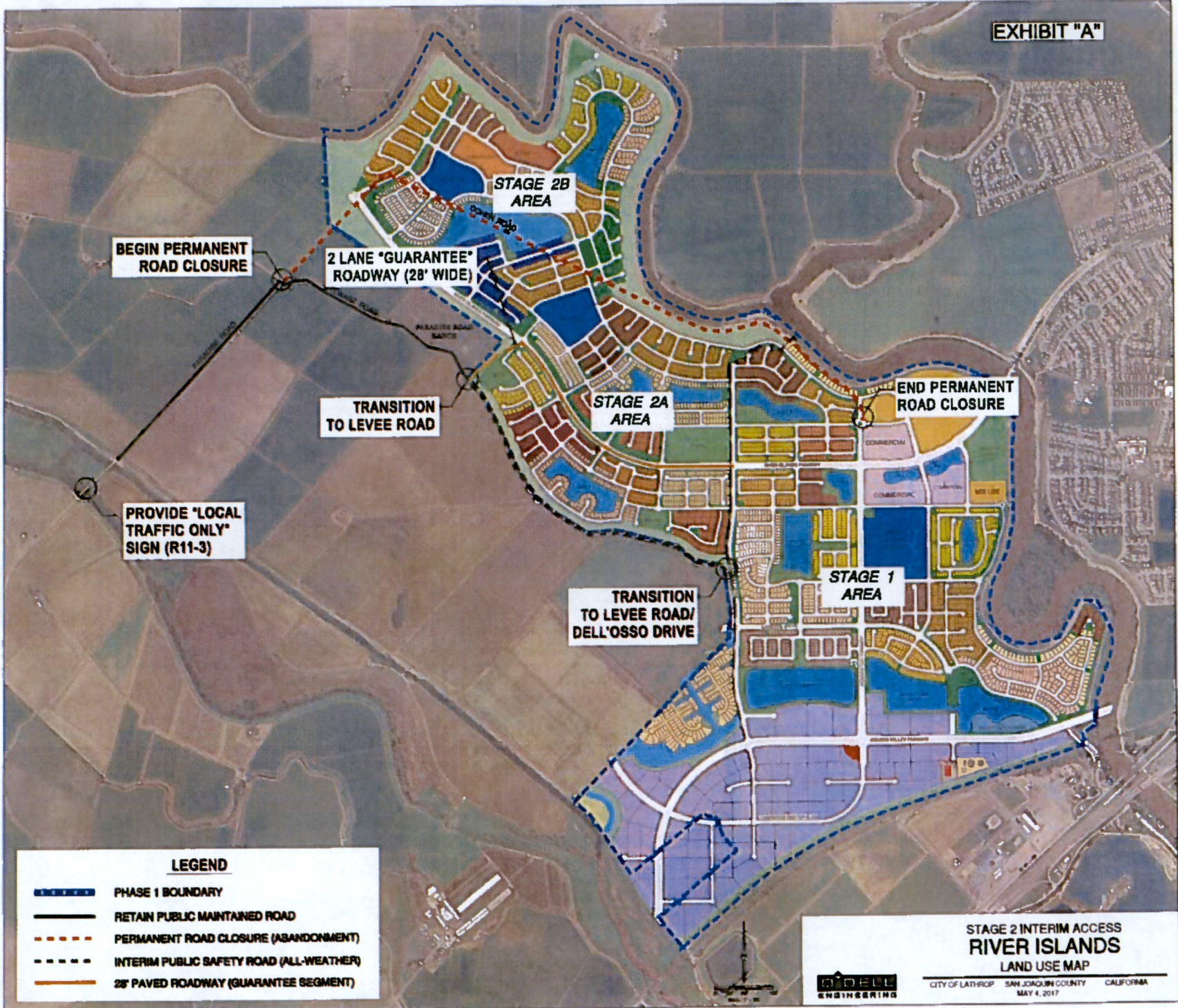
Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

May 15, 2017
Date



LEGEND

	PHASE 1 BOUNDARY
	RETAIN PUBLIC MAINTAINED ROAD
	PERMANENT ROAD CLOSURE (ABANDONMENT)
	INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
	28' PAVED ROADWAY (GUARANTEE SEGMENT)

EXHIBIT "B"



ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT H

**RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN THE
STAGE 2A DEVELOPMENT AREA DATED JUNE 26, 2018**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

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

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

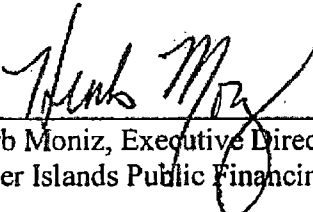
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneis in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, 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 (209) 879-7900.


Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

7/9/18
Date

ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 6, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>RECYCLED WATER</u>					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
<u>NON-POTABLE WATER</u>					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
<u>LAKE FILL LINE</u>					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

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



ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.

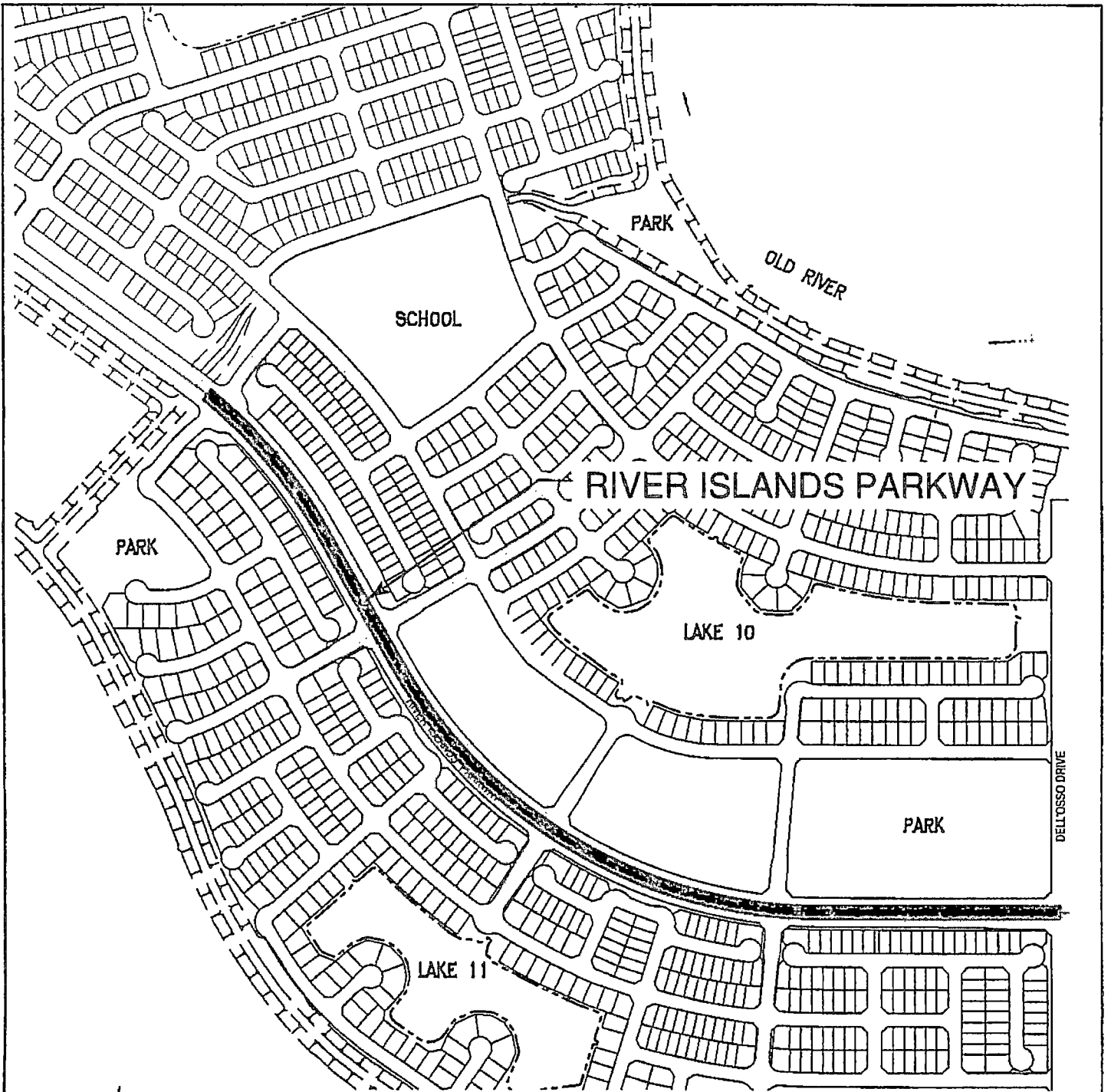


EXHIBIT B
RIVER ISLANDS PARKWAY
STAGE 2A
JULY 2018

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

December 9, 2019

Via Email and Hand Delivery

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

Re: Recordation of Final Map 3995; Escrow No. 1614021455

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 Document

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**").

- One original Final Map for Tract 3995, executed and acknowledged by the City.

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

C. Funds and Settlement Statement

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

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

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$19,008.48**, 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 **\$3,184.00** multiplied by **5.97** 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: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Cari James (cjames@ci.lathrop.ca.us) and (f) Glenn Gebhardt (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 Document and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Document, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Document 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 Document to be recorded;

E.2. Record the Recordation Document in the Official Records;

E.3. Pay the costs associated with the Transaction;

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

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 Document, showing all recording information of the Recordation Document; and

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Development, LLC

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

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: _____

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